Exhibit F

From: Stephen Stern

To: Gregory Jordan; Thomas J. Gagliardo

Cc: Heather Yeung

Subject: Boshea v. Compass Marketing, Inc. - Supplemental Document Production (Expert Related Documents)

Date: Monday, September 27, 2021 10:20:42 PM

Attachments: image001.png

Doc Production - Bates 275-351 (Expert) redacted and emails removed.pdf

Privilege Log (00152786xEC90E).pdf

Greg/Tom:

Attached are documents bates labeled 275-351, which supplement Compass Marketing's document production by including expert related documents.

Your rebuttal expert disclosure is due two weeks from today (October 11).

Stephen



Stephen B. Stern, Esq. stern@kaganstern.com

Kagan Stern Marinello & Beard, LLC (410) 793-1610 (direct) (410) 216-7900, ext. 1009 (410) 705-0836 (fax) 238 West Street Annapolis, Maryland 21401 www.kaganstern.com

CURT BAGGETT

Expert Document Examiner

533 Park Lane, Richardson, TX 75081 Phone: 972.644.0285 cbhandwriting@gmail.com www.ExpertDocumentExaminer.com

Curt Baggett is a leading handwriting expert in the United States. He is also a skilled authority in document examination and as an expert witness and he has completed over 6.000 cases. Mr. Baggett has examined documents and/or testified in court cases as a handwriting expert in all 50 states, Washington, D.C., the Bahamas, Brazil, Canada, Chile, England, Ireland, Mexico, Pakistan, Puerto Rico, Thailand and New Zealand, Korea, China, Australia and Denmark.

The U.S. Department of Justice, the State of Arizona, State of Arkansas, the State of California, Louisiana Public Defender Board, and the State of Texas have retained him. Mr. Baggett has appeared as a handwriting expert on WOLF-BLITZER-CNN; CHARLES GIBSON-ABC, INSIDE EDITION, CBS Network Radio, CBS, CNBC, CNN, FOX, JUDGE ALEX, TEXAS JUSTICE and GOOD MORNING TEXAS and was a consultant as a forensic document examiner for a number one television show, "CSI: Crime Scene Investigation". Mr. Baggett is the co-author of "The Handwriting Certification Home Study Course" and "How To Spot a Forgery" and has been a guest on various other television and radio programs discussing handwriting and forensic document examination.

Mr. Baggett once held the position as Dean of the School of Forensic Document Examination at Handwriting University. In addition to lecturing and teaching document examination, Mr. Baggett has analyzed handwriting for over 40 years. He has been qualified as an expert witness in Justice of the Peace, Municipal, District, State, U.S. District, and Federal Bankruptcy Courts, Eastern Caribbean Supreme Court, High Court of Tynwald British Isles and the Provincial Courts of Canada.

His education and training in document examination and psychology include: U.S. Army, Military Police Officer's School; B.A. and M.Ed., McNeese State University, Lake Charles, Louisiana; and post-graduate studies at the University of Houston, Houston, Texas.

Curt Baggett's library is extensive and includes literature on questioned document examination, forensic handwriting analysis, behavior profiling, and statement analysis.

Laboratory equipment used for examination consists of a Stereo Star Zoom American Optical 7x - 30x twin microscope; Micronta illuminated 30x microscope; stereo microscope S/ST series; universal DigiScoping adapter; numerous magnifying devices; protractor and metric measuring devices; Pentax ME camera; Pentax macro 1.4, 50mm flat copy lens; overhead projector; light table, and transparencies.

Curt Baggett's Education and Training in Handwriting and Document Examination Include:

An in person two-year apprenticeship with Dr. Ray Walker as a handwriting expert and questioned document examiner. Dr. Walker's qualifications have been affirmed in the Court of Appeals, Fifth District of Texas at Dallas, and had historical rulings in his favor. A leading authority in the field of handwriting analysis and document examination, Dr. Walker is the author of <u>The Questioned Document Examiner and the Justice System.</u>

The American Bureau of Document Examiners certifies Mr. Baggett. He also has a certificate of completion from the American Institute of Applied Science.

Lectures, Conferences, and Classes Attended:

2004 School of Forensic Document Examination's Annual Conference, Dallas, Texas

Attended classes taught by Reed Hayes, QDE, Katherine Koppenhaver, QDE, Bill Koppenhaver, QDE

2004 School of Forensic Document Examination's Teleclass Curriculum

Examination of Anonymous Writing by Reed Hayes, QDE

Document Examination Terminology by Don Lehew, QDE

Notary Public by Don Lehew, QDE

Advanced Forgery Identification by Don Lehew, QDE

Instructor

2005 School of Forensic Document Examination's Annual Conference, Dallas, Texas

Attended the following lectures, in addition to general sessions:

Tremors and line Quality taught by Reed Hayes, ODE

Demonstrative Evidence taught by Katherine Koppenhaver, QDE, Bill Koppenhaver, QDE

Photography through microscopes by David Babb, QDE

Paper and Watermarks by John McGuire, QDE

Lecturer

2005 School of Forensic Document Examination's Teleclasses

Natural Variation taught by Reed Hayes, QDE

The Discrimination of Handwriting by Don Lehew, QDE

Procedures for Examining Signatures by Don Lehew, QDE

Courtroom Procedures and Roles by Don Lehew, QDE

Instructor

2006 School of Forensic Document Examination's Annual Conference, Dallas, Texas

Attended the following lectures, in addition to general sessions:

Deposition and Cross Examinations by Dr. Richard Frazier, QDE

Medical Problems Affecting handwriting by Dr. Richard Frazier, QDE

Legal Issues for Document Examiners by Dr. Richard Frazier, QDE

Deposition and Cross Examinations by Dr. Richard Frazier, QDE

Health Factors Affecting Handwriting by Dr. Joe Alexander, QDE

Prescription Forgery and Medical Crimes by Diane King, Lecturer

2007 Handwriting University Annual Conference, Dallas, Texas

Trainer and Instructor

2007 School of Forensic Document Examination's Teleclasses

Instructor - Handwriting Basics and Exemplars

Instructor - Multiple Classes on Case Studies and Examinations

2008 Handwriting University Annual Conference, Las Vegas, Nevada

Trainer and Instructor

2009 School of Forensic Document Examination's Live Teleclasses

Attended a variety of classes taught by Robert Baier, QDE, Police Instructor

2009 Handwriting University Annual Conference, Las Vegas, Nevada

Critical Incident Stress: Statement Analysis and Interview v. Interrogation by Faith Wood

Forensic Document Examination Application by Robert Baier, QDE, Police Instructor Trainer and Instructor for Introduction to Forensic Document Examination

2010 Handwriting University Annual Conference, Las Vegas, Nevada

Advanced Statement Analysis by Faith Wood

Identity Theft and Prevention by Robert Baier, QDE, Police Instructor

Trainer and Instructor for Introduction to Forensic Document Examination

- 2010 Speaker "Introduction to the Science of Handwriting and Forensic Document Examination", Clear Lake High School
- 2011 Lecturer and Instructor, "How to Spot a Forgery", Denver Elections Division, Denver, Colorado
- 2012 Lecturer and Instructor, "How to Spot a Forgery", Denver Elections Division, Denver, Colorado
- 2012 Speaker "How to Avoid a Forgery", Military Order of Purple Hearts Annual Meeting, Dallas,
- 2013 Speaker "Introduction to the Science of Handwriting and Forensic Document Examination";
 Appointment as Guest Lecturer and Consultant by Stefanie Page, Instructor, Forensic Science Department, Jesuit College Preparatory School of Dallas
- 2013 Speaker "Introduction to the Science of Handwriting and Forensic Document Examination", Irma Lerma Rangel Young Women's Leadership School, Dallas, Texas
- 2016 Speaker Handwriting University International Handwriting Conference in Las Vegas, NV (Sept.)
- 2018 Instructor via written presentation at the 18th Wroclaw Symposium of Questioned Document Examination at University of Wroclaw in Poland June 6-8, 2018

Past and Present Memberships

American College of Forensic Examiners International

American Legion

Center of Forensic Profiling

Forensic Expert Witness Association

IMS Expert Services

Military Order of World Wars

National Questioned Document Association

Sheriff's Association of Texas

Texas Police Association

Veterans of Foreign Wars

World Federation of Handwriting Experts

National Association of Distinguished Professionals

SEAK-Expert Witness Resources

Published Articles and Books

Ethics for Experts Handwriting Certification Course How to Help Attorneys With Your Case How to Spot a Forgery Taking the Witness Stand

CURT BAGGETT FORENSIC DOCUMENT EXAMINER SUMMARY OF CASES

I have been qualified or appointed and/or accepted by a State or by the Court as an Expert and/or have testified in trial or by deposition or made an appearance from 2013 through April 2020 in the following cases and/or cities.

April 20, 2020	In the 347 th Judicial District Court, Nueces County, Texas Cause No. 2019DCV-2377-H /
	MO, JHO, MO, AO, RO, AG & JMO VS. Joe A. Ortiz & Maria Elena O. Valenzuela
	Huseman Law Firm, PLLC; Atty. Paul Dodson for Joe A. Ortiz
	Oral DEPOSTITION of Curt Baggett taken via Zoom Video Conference
February 26, 2020	Probate Court No. 1, Tarrant County Courthouse in Fort Worth, TX 76196
	No. 2019-PR01032-1 / Judge Chris Ponder / PH: 817-884-1200 In the Estate of Albert George Schaefer, Deceased
	Atty. James Pratz for George Schaefer
	Oral DEPOSITION of Curt Baggett taken in Bedford, TX by Atty. Benjamin Sauer
January 21, 2020	In the Supreme Court of the Commonwealth of the Bahamas, Nassau, Bahamas
	Common Law and Equity Division / No. 2018/CLE/gen/00517
	Bernard C. Bain VS. Florinda Robins / Justice Keith Thompson
	Michael W. Horton, Esq. for Bernard Bain
	Curt Baggett Approved as Expert by Court and Testified via Skype.
January 6, 2020	In the Third Judicial District Court, Union Parish, Farmerville, Louisiana 71241
	No. 46540 / Judge Thomas W. Rogers / 2 nd floor, Courtroom 2 318-368-3055
	Betty Jean Glosson Hill VS. Tina Hill Conley and the Unopened Succession of Dwayne Hill, specifically decedent Dwayne Hill
	Atty. Barry Dowd for DeCarlos Hill
	Curt Baggett Approved as Expert by Court and Testified.
December 16, 2019	In the Probate Court No. 2, Harris County, Houston, TX 77002
	Cause No. 473646 / Judge Michael Newman PH: 832-927-1402
	Estate of Jim Howard Warren, Deceased
	Atty. for Richard Crain, Defendant (Contestant of Will): Jimmy Walker
	Curt Baggett Approved as Expert by Court and Testified for Defendant.
December 5, 2019	In the 16 th Judicial Circuit Court, Macomb County, Mt. Clemens, Michigan
	File No. 2014-6592 DO/IV-D: 913207057 / Chief Judge James M. Biernat
	Reynolds, Kenyana Williams VS. Carlton Reynolds
	Curt Baggett Approved as Expert by Court and Testified via Video / Computer.
December 2, 2019	In the 418 th Judicial District Court, Montgomery County, Conroe, TX 77301
	No. 1812-16596-CV / Judge Tracy A. Gilbert / PH: 936-538-3618
	In the Matter of Natali M. Ormiston and Fred Ormiston and in the interest of Ava
	Ormiston / Atty. for Natalie: Cheryl Ellsworth Jahani
	Curt Baggett Appearance only. Judge ordered mediation. Case Settled same day.

November 4, 2019	In the 3 rd Judicial District Court, Parish of Union, Farmerville, Louisiana 71241 Case No. 46540 / Betty Jean Closson Hill VS. No. 46,540 Tina Hill Conley and The Unopened Succession of Dwayne Hill, Specifically Decedent, Dwayne Hill Judge Thomas W. Rogers, Courtroom 2, 2 nd floor / Atty. for De Carlos Hill: Barry W. Dowd. Curt Baggett Appearance only. Case continued to 1-6-20.				
October 25, 2019	In the 294 th Judicial District Court, Van Zandt County, Canton, Texas 75103 Cause No. 13-00076 / Judge Chris Martin / Court PH: 903-567-7555 Shawn Davis VS. Donnie Rae Thompson, Sr. / Atty. for Plaintiff: Brian Richardson Curt Baggett Approved as Expert by Court and Testified (for Plaintiff)				
October 24, 2019	In the 11 th Judicial Circuit Court, Circuit Civil Division, Miami-Dade County, FL Case No. 16-023775 CA 32 / Moise Lamour, Plaintiff VS. Mount Sinai Medical Center of Florida, Inc. and Dr. Michael T. Dalley, Defendants Atty. Benjamin Korn for Moise Lamour DEPOSITION of Curt Baggett taken in Dallas, TX by Atty. Brandon				
October 21, 2019	In the Terrebonne Parish Court, Houma, Louisiana 70360 / PH: 985-868-5660 No. 024003 / Judge Randall Bethancourt, Division E Atty. Gregory Schwab for Darlene Williams (Dorothy Stripling Triggs) Curt Baggett Approved as Expert by Court and Testified.				
October 17, 2019	In the 269 th Civil Court, Harris County, Houston, TX 77002 moved to the 127 th District Civil Court / Case No / Judge R.K. Sandill Able Castro VS. Larry Gomez / Atty. Mike Monks for Defendant Curt Baggett Approved as Expert by Court and Testified.				
October 11, 2019	In the 39 th Judicial District Court, Stonewall County, Texas Cause No. 1908 / The State of Texas vs. Colton Kimmel / Judge Shane Hadaway Curt Baggett Appointed and Retained by Order of the Court as an Independent Expert for Colton Kimmel				
October 4, 2019	In the Superior Court of Arizona, Maricopa County, Phoenix, AZ 85003 CV 2018-004234 / Judge Sherry Stephens / Courtroom 712 Jon C. Clark VS. Jennifer A. Clark / Atty. for Plaintiff: Cheri L. McCracken Curt Baggett Approved as Expert by Court and Testified for Plaintiff. Judge ruled in favor of Curt's Client, Plaintiff Jon Curtis Clark				
September 17, 2019	Hearing In the United States of America Southern District of Ohio Western Division Case No. 1:17-cr-117 / Honorable Judge Michael Barrett / Cincinnati, OH 45202 USA, Plaintiff VS. Qian Williams, Defendant / Atty. for Defendant: Richard Monahan Court Appointed Curt Baggett as Expert and Curt Testified (for Defendant)				
September 9, 2019	In the Parish of DeSoto, Mansfield, Louisiana 71052 Docket No. 79,877-A / Judge Amy B. McCartney, 2 nd floor Verlene Buckley VS. Eliza Buckley / Atty. Rita K. Bacot for Verlene Buckley Curt Baggett Approved as Expert by Court and Testified (for Plaintiff) and won.				

July 30, 2019	In the Probate Court No. 1, Tarrant County, Fort Worth, Texas Cause No. 2017-PR02025-1 / Judge Christopher W. Ponder / Room 260A In the Estate of Edgar Allen Meredith / Atty. Morgan Burkhart for Jessica Meredith Curt Baggett Appearance only. Case Postponed.				
July 25, 2019	In Cass County Probate Court, Linden, Texas 75563 Case No. D.O. 087 / Judge Donald Dowd / PH: 903-756-7511 Probate Hearing for Mae Frances Blick Bausley / Atty. J. Michael Brock for Lancelot Bausley / Curt Baggett Approved as Expert by Court and Testified (for Lancelot Bausley). Curt won case for client and Judge ruled in favor of Lancelot Bausley.				
July 23, 2019	In the 23 rd Judicial District Court, Parish of Ascension, Gonzales, Louisiana 70737 Probate No. 18.573 Div A / Judge Jason Verdigets / PH: 225-621-8500 Succession of Robert E. Henry / Atty. Lana Ourso Chaney for Walter Smith Curt Baggett Approved as Expert by Court and Testified.				
June 26, 2019	In Philadelphia City Hall, Courtroom 414 on 4 th floor, Philadelphia, PA 19107 Case: 1560 PR of 2017 / Judge George Overton / PH: 215-686-1776 Re: Estate of Regina t. Haber / Atty. Thomas Cunningham for Jeanieann Ferrari Curt Baggett Appearance only.				
May 13, 2019	In the 16 th Judicial Circuit Monroe County Court, Florida 33070 Case No. 17-CA-000618 P / Judge Louis M. Garcia / PH: 305-292-3423 Bank of America, N.A. VS. Alina, Arlene & Ada Rodriguez Atty. for Arlene Rodriguez, Omar Arcia Ph: 954-437-9066 Curt Baggett Approved as Expert by Court and Testified. Judge ruled favorable to Curt's client, Defendant Arlene Rodriguez.				
April 17, 2019	In the Galveston County Courthouse, Galveston, Texas 77550 Case No. 15-CV-1044 / Judge Patricia Grady / PH: 409-762-8621 / Jury Trial James A. Green and Prince Ella Green V. Signora Lynch Attorney for Greens, Plaintiffs: Andres Arguello PH: 281-884-3960 Curt Baggett Approved as Expert by Court and Testified. After Curt's testimony, Judge ruled favorable to Curt's client, Plaintiffs Prince Ella & James Albert Green.				
April 16, 2019	In the Circuit Court of Cook County, Illinois County Department, Chancery Division No. 09 CH 12423 / Judge Sanjay T. Tailor / 20 th floor / 312-603-4181 Elite Financial Investments, Inc., Plaintiff VS. Melissa Sweiss, Defendant Attorney for Tom Kaput, Plaintiff: Lee Jacobson (312) 600-5038 / 773-343-3889 Curt Baggett Approved as Expert by Court and Testified. Judge ruled favorable to Curt's client.				
April 9, 2019	In the First Judicial District Court of Caddo Parish, Louisiana Number 608, 673-B / Charles Lively Byrd, Jr., Independent Executor of the Succession of Joe Edmondson Fortson VS. Carol M. Cotton and Benjamin Patrick Cotten. Atty. for Carol & Benjamin Cotten: Richard E. Hiller, Esq. Curt Baggett Approved as an Expert following a Daubert Hearing - Appearance. CASE SETTLED favorable to Curt's client.				

April 5, 2019	In the Superior Court of New Jersey Chancery Division – Family Part Middlesex County / Docket No.: FV-12-1003-19 / Kaitlin Guner, Plaintiff VS. Michael M. Satterfield, Defendant / Curt Baggett Appearance. CASE SETTLED favorable to Curt's client.			
March 4, 2019	In the 44 th Civil Judicial District Court, Dallas County, Dallas, TX 75202 Cause No. DC-18-00202 / Judge Bonnie Lee Goldstein / 5 th floor Paul W. McCowan, Plaintiff VS. Santander Consumer USA Inc., et al, Defendant Curt Baggett Approved as Expert by Court following a Daubert Hearing and Testified. Continued from 10-5-18			
February 18, 2019	Justice of the Peace, Precinct 3, Place 2 in Richardson, Texas 75080 Case Number: JS-1700561N / Judge Steven L. Seider / PH: 214-904-3042 Nam, Soon Lee , Plaintiff VS. H5C LLC, Defendant Atty. for Defendant: Selim Fiagome / Judge ruled in favor of Defendant Curt Baggett Approved as Expert by Court and Testified (for Defendant)			
January 29, 2019	In The Probate Court 2 of Tarrant County, Fort Worth, Texas 76196 No. 218-PR00332-2 / Judge Brooke Allen In The Estate of John Louis Wilson, Deceased Atty. Alex Tandy for Defendant, Twila Byard Curt Baggett Approved as Expert by Court following Daubert Hearing			
November 16, 2018	In the Collin County Court at Law No. 4, McKinney, Texas 75071 Cause No. 004-01142-2018 / Judge David Rippel Drew Burgess, Petitioner VS. ASA Watkins, Collin County VSF, INC. & Safari Towing and Recovery, Co-Respondents / Attorney for Plaintiff: Bradley Voyles Curt Baggett Approved as Expert by Court and Testified (for Plaintiff)			
October 17, 2018	In the 11 th Judicial Circuit Court , Miami-Dade County, FL Case No. 2017-002035-CA-01 (11) Civil Division State Farm Mutual Automobile Insurance Company, Petitioner VS. Elba Barquero, individually, Respondents (Atty. for Respondent, Cam Justice) Oral DEPOSITION of Curt Baggett taken in Plano, TX by Atty. Joel Bernstein			
October 16, 2018	In the Court of Common Pleas of Mercer County, Pennsylvania, Mercer, PA No. 2013-3437 / Senior Judge Paul F. Lutty Jr. Nationstar Mortgage LLC, Plaintiff VS. Rebecca A. Crimone and Raymond S. Crimone, Defendants Pro Se – Jury Trial Curt Baggett Approved as Expert by Court and Testified (for Defendant)			
October 5, 2018	In the 44 th Civil Judicial District Court, Dallas County, Dallas, TX 75202 Cause No. DC-18-00202 / Judge Bonnie Lee Goldstein / 5 th floor Paul W. McCowan, Plaintiff VS. Santander Consumer USA Inc., et al, Defendant Curt Baggett made appearance at Hearing for Plaintiff – Judge dismissed Defendant's Motion to disqualify Curt Baggett as an Expert. Continued to 3-4-19			

In the 17th Judicial District Court of Tarrant County, Ft. Worth, TX 76196 September 18, 2018 No. 017-283888-16 / Judge Melody Wilkinson / PH: 817-884-1567 / 3rd floor Ting Phetsalod, Plaintiff VS. Bounpanh Khounsaknarath, et al, Defendant Attorney for Plaintiff, Rocky D. Crocker **Curt Baggett Approved as Expert by Court and Testified** (for Plaintiff) In the 6th NH Circuit Court – Probate Division, Concord, New Hampshire September 6, 2018 Docket No. 317-2017-EQ-00967 Jonathan S. Stankatis Revocable Trust, As Amended Atty. for Jonathan S. Stankatis Revocable Trust: Robert D. Hunt, Esq. Oral **DEPOSITION** of Curt Baggett taken in Plano, TX by Atty. Kevin M. O'Shea In the 4th Judicial Circuit Court of Duval County Div. FM-C Room 742 September 4, 2018 Case No. / Judge John I. Guy / Jacksonville, FL 32202 Esther L. Ash, Pro Se Court Testimony by Affidavit and APPEARANCE by Curt Baggett August 27, 2018 Hearing In the United States of America Southern District of Ohio Western Division Case No. 1:17-cr-117 / Honorable Judge Michael Barrett / Cincinnati, OH 45202 USA, Plaintiff VS. Qian Williams, Defendant / Atty. for Defendant: Bill Gallagher **Court Appointed Curt Baggett as Expert and Curt Testified** (for Defendant) In the 73rd Judicial District Court of Bexar County, San Antonio, Texas 78205 August 23, 2018 No. 2017C118687 / Christie Martinez-Encinas, et al, Plaintiff VS. Connie M. Mercado, Defendant Atty. for Defendant: David Conrad Beyer Order signed by Judge to Disallow QDE Expert Wendy Carlson's Testimony for Plaintiff **Curt Baggett Court Appearance Only** for Hearing. Trial scheduled for 11-5-18. In the 325th Judicial District Associate Court of Tarrant County, Ft. Worth, TX 76196 August 21, 2018 No. 325-625377-17 / Judge Lori L. DeAngelis 5th floor In the Matter of the Marriage of Ronald Wayne Hice, Jr. and Jessica Doris Hice Atty. Andrew Howard & Atty. Ronald Harden for Jessica Hice Curt APPEARED, and opposition attorney admitted to the court that Curt was right that the Notary falsified the document because she never saw or administered the oath to the signer. August 9, 2018 In the United States Middle District Court of Florida, Jacksonville Division Case No. 3:17-00348-CIV-HES/MCR / Benjamin Michael DuBay, Plaintiff VS. Stephen King; Media Rights Capital; Imagine Entertainment; Sony Pictures Entertainment; Marvel Entertainment; Simon & Schuster, Defendants Attorney for Plaintiff: Rob Cook, Esq in St. Augustine, FL Oral **DEPOSITION** of Curt Baggett taken in Dallas, TX by Atty. Vincent Cox **Curt Baggett APPOINTED by Dept. of Justice, Federal Bureau of Prisons** July 30, 2018 RE: 18875078, Buholtz, Kenneth for Buholtz Analysis System Document Number T5141754 / United States Treasury

In the 160th Judicial District Court of Dallas County, Texas July 27, 2018 Cause No. DC-17-11515 / Eva Shiells, Plaintiff VS. Ryan Hamilton, Mathew Hamilton, and American General Life Insurance, Defendants Attorney for Eva Shiells (wife of attorney): Theodore Shiells Attorney for Defendants: Atty. Lauren Cadilac represented at Depo by Atty. Willie Joseph for Defendants / Oral **DEPOSITION** of Curt Baggett taken at George Allen Courts Building, Court 5B by Attorney Theodore Shiells July 5, 2018 In the Circuit Court of Cook County, Illinois / County Department-Chancery Division Case No. 2015 CH 02216 / Sherry Spellers, Plaintiff VS. Metropolitan Life Insurance Co., et al, Defendant taken at Hyatt Place, Dallas, TX 75243 Eric M. White, Atty. for Plaintiff via cell phone / Phyllis Y. Price, Atty. for Defendant Oral **DEPOSITION** of Curt Baggett taken in Dallas, TX by Atty. Phyllis Price. Trial set for Sept. 10th & 11th, 2018 / **CASE SETTLED on 9-10-18**. In the Superior Court of the State of Arizona, Count of Maricopa in Phoenix, Arizona July 3, 2018 Case No.: CV 2015-013305 / Judge Margaret R. Mahoney / PH: 602-506-0387 Juan Thomas, Plaintiff, Pro Se VS. B.H. Madera At Metro LLC & Morrison, Ekre, & Bart Management Services, Inc. / Curt Baggett Approved as Expert by Court and Testified (for Plaintiff) via SKYPE on Computer July 1, 2018 **COURT APPOINTED** In the United State of America Southern District of Ohio Western Division / Case No. 1:17-cr-117 / Honorable Judge Michael Barrett USA, Plaintiff VS. Qian Williams, Defendant Bill Gallagher, Attorney for Defendant Order from Judge Barrett to Appoint Curt Baggett as Handwriting Expert In the 17th Judicial Circuit Court of Broward County, Ft. Lauderdale, FL 33301 June 27, 2018 Case No. CACE15018890 / Judge Barry Stone / Courtroom 4150, 4th floor US Bank Nat. Assn., Plaintiff VS. Derelle W. Bunn, Defendant Attorney Mark Klein for Defendant Oral **DEPOSITION** of Curt Baggett taken in Courtroom In the 15th Judicial Circuit Court of Palm Beach County, West Palm Beach, FL 33401 June 12, 2018 Case No.: 2018-CA-000154 / Judge Dana M. Santino / PH: 561-355-2431 Joshua Blanchard, Trustee, Plaintiff VS. John LeBeau; Unknown Tenant, Defendant Atty. Labeed A. Choudhry for Defendant / Room 6A, 6th floor Judge Dismissed in favor of Defendant Curt Baggett Approved as Expert by Court and Testified (for Defendant) In the 24th Judicial District Court of Victoria County, Texas 77902 June 6, 2018 Cause No. 16-10-80111-A / Court PH: 361-575-0581 Warren V. Alkek VS. Gary Branfman Attorney Charlie J. Cilfone for Plaintiff Court Ruled in favor of Plaintiff, Warren Alkek **Curt Baggett Approved as Expert by Court and Testified** (for Plaintiff)

For the 24th Judicial District Court of Victoria County, Texas 77902 May 29, 2018 Cause No. 16-10-80111-A Warren V. Alkek VS. Gary Branfman Attorney Charlie Cilfone for Plaintiff Oral and Videotaped **DEPOSITION** of Curt Baggett at the offices of Werner Law Group in Victoria, Texas May 23, 2018 In the Superior Courts of the Cordele Judicial Circuit, State of Georgia Fitzgerald, GA / 2nd floor / Judge David Hobby Case No. Atty. Kyle C. Cook for Estate of McDonald **Curt Baggett Approved as Expert by Court and Testified** May 17, 2018 In the 55th District Civil Court of Harris County, Houston, Texas 77002 Cause No. 2016-40009 / Judge Jeff Shadwick / 9th floor PH: 832-927-2650 Fajardo, Miguel VS. Hernandez, Francisca Aida and Miguel Attorney for Plaintiff, Louis A. McWherter / Court Appearance Only. When Curt showed up to testify, Defendant admitted to forgery and so stipulated in court. In the 17th Judicial Circuit Court of Broward County, Ft. Lauderdale, FL 33301 April 19, 2018 Case No. 14-018936 / Judge Joel Lazarus / Courtroom 14160, 14th floor HSBC Bank USA. Plaintiff V. Cary O. Lopez; Camille Lopez; et al, Defendants Diana Ho-Yen, Esq. Attorney for Defendants / Curt Testified. In the 17th Judicial Circuit Court of Broward County, Ft. Lauderdale, FL 33301 April 18, 2018 Case No. 14-008519 CF 10A / Judge Ernest A. Kollra / Courtroom 5750, 5th floor State of Florida, Plaintiff V. John B. Robinson, Defendant JURY Trial / Court PH: 954-831-7721 / Bruce Raticoff, Esq. Atty. for Defendant Curt Baggett Approved as Expert by Court and Testified (for Defendant). April 10 & 11, 2018 In the 422nd Court of Kaufman County / 100 W. Mulberry, Kaufman, Texas 75142 Atty. Elizabeth Alvarez for Tracy Gray

Case No. 99505-422 / Tracy Gray V. Dennis Jones / Visiting Judge Martin Lowry

Curt Baggett Approved as Expert by Court and Testified (for Judicial Candidate Tracy Gray). Baggett's testimony helped the court rule for a Special Election and Tracy Gray won 2,253 to 1,849.

April 5, 2018 In the 301st Judicial District Court of Dallas County, Dallas, Texas

No. DF-1614244 / Judge Mary Brown

In the Matter of the Marriage of Dawn Weeks Spalding and Stephen G. Spalding Oral **DEPOSITION** of Curt Baggett recorded at Office of Robert Wood, Esq., Atty. for Steve Spalding / 6688 N. Central Expy. #1000, Dallas TX 75206

March 29, 2018 International Chamber of Commerce / International Court of Arbitration

ICC Case 22192/RD/MK Jack J. Grynberg (U.S.A.) and RSM Production

Corporation (U.S.A.), Claimants V. Rodeo Resources. L.P. (U.S.A.) and Jim Ford (U.S.A.), Respondents / Arbitration Hearing at Office of Gary McGowan, 5009

Caroline St., Suite 100, Houston, TX 77004

Attorneys E. F. Mano DeAyala and Andrew C. Wright for Respondents

Curt Baggett Approved as Expert by Court and Testified (for Respondents).

In the 303rd District Court, Dallas District Court, Dallas, Texas 75201 4th floor March 26, 2018 And Feb. 26, 2018

Cause No. DF-17-18700 In the Matter of the Marriage of Patrice Dianne Jennison

and Raymond Jennison / Judge Dennise Garcia Anthony Green, Esq for Raymond Jennison

Curt Baggett Sworn in as Expert Witness on 2-26-18 and present to testify on 3-26-18. Case settled on 3-26-18 before Curt testified.

In the 95th Judicial District Court of Dallas County, TX February 15, 2018

No. DC-17-16812

Marsha Lee, Executrix of the Estate of Josephine Dennis, Plaintiff

VS. Brack Nelson and Herbert Harris, Defendants

Attorney for Plaintiff: Michael E. Robinson

Oral **DEPOSITION** – Curt testified in Plano, Texas – Collin County

February 12, 2018 Curt was Court Appointed and Court Approved as an Expert to render an opinion

> In the United Stated District Court of South Dakota Western Division United States of America, Plaintiff VS. Frank Gallardo, Defendant Case No. CR 15-50061

> Expert Opinion Letter on signatures of Frank Thunder Hawk Gallardo

Date: February 12, 2018

February 8, 2018 In the 15th Judicial Circuit Court in Palm Beach County, WBP, FL 33401

> Case No. 50-2009-CA-025627 (AF) / Judge Edward L. Artau PH: 561-355-2431 JP Morgan Chase Bank, Plaintiff VS. Yolette E. Sanguinetti, et al, Defendant Attys. For Defendant: Brian Korte & Daniel Bialczak - 9th floor, Courtroom 9D Curt Baggett Approved as Expert by Court and Testified (for Defendant).

January 5, 2018 In the Probate Court of Dekalb County, State of Georgia

Estate No. 2016-2288 / In the Estate of Jean Mitchell Jones, Deceased

Thomas F. Jones, attorney for Jacqueline Woods Oral **DEPOSITION** (Curt testified via skype)

December 20, 2017

In the 418th Judicial District Court of Montgomery County, Conroe, Texas 77301

Suite 217 / Court PH: 936-538-3618 And Dec. 27, 2017

Judge Tracy A. Gilbert / Associate Judge Scharlene R. Overstreet

No. 17-03-04143 / In the Matter of the Marriage of Kathryn M. Danner and

George Earl Danner / Robert Clements Atty. for Kathryn Danner

Curt Baggett Approved as Expert by Court and Testified (for Kathryn Danner).

Curt's client, Kathryn Danner won over 2 million dollars.

December 13, 2017 In the Justice of the Peace Court, Precinct 3, Place 1, Dallas County, TX

Docket Number: JS-16-00417-A / Judge Al Cercone / PH: 214-321-4106

James Elbaor, Plaintiff VS. The Manning Group, Defendant

Plaintiff's Atty. Matt McKool / Plaintiff won case.

Curt Baggett Approved as Expert by Court and Testified (for Plaintiff).

November 29, 2017 In the Department of Workforce Development Equal Rights Division

ERD Case No. CR 201503242 / EEOC Case No. 26G201600194C

Administrative Law Judge Alice DeLaO

819 N. 6th St. room 723, Milwaukee, WI 53203-1687

Client: Kelvin Goodwin

Curt Attended Mediation.

October 17, 2017 In the New York Supreme Court in Kings County, Brooklyn, NY

Courtroom 461 / Judge Katherine A. Levine / PH: 347-404-9636 Case No. 5118215 LNT / Fredrick Rufrano V. Michael Yovino Atty. Gerald Slotnik for Michael Yovino / Continued from 7-31-17

Curt Baggett Approved as Expert by Court and Testified.

October 3, 2017 In the Justice of the Peace Court Precinct 1, Place 2, Lancaster, TX

Case No. JS-1700096K / Judge Valencia Nash / PH: 972-228-2272 Paul McCowan, Pro Se Plaintiff VS. Santander Consumer USA, Defendant

Court Appearance Only.

September 13, 2017 In the Court of Common Pleas, Ross County, Chillicothe, OH

Case No. 17Cl000227 / Judge Scott W. Nusbaum / Court Ph: 740-702-3032

Todd Holdren et al, Plaintiff VS. Ingle-Barr, Inc. et al, Defendant

Plaintiff Attorney Mark A. Preston

Curt Baggett Approved as Expert by Court and Testified.

August 11, 2017 In the Sixth Judicial Circuit of Pinellas County, St. Petersburg, Florida

Case No. 15 004281 CI 11 / Judge Pamela A.M. Campbell Daisy Datin VS. Arty Joe's, Inc. / Courtroom E, 3rd floor Defendant Attorney Jawdet I. Rubaii / Non-Jury Trial Case Continued from 7-27-17 / **Court Appearance only.**

Directed Verdict in Favor of Arty Joe's, Inc. before Curt was to take the stand as

Expert Witness for Arty Joe's, Inc.

July 31, 2017 In the New York Supreme Court in Kings County, Brooklyn, NY

Courtroom 461 / Judge Katherine A. Levine / PH: 347-404-9636 Case No. 5118215 LNT / Fredrick Rufrano V. Michael Yovino Atty. Gerald Slotnik for Michael Yovino / Continued from 3-2-17

Curt Baggett Approved as Expert by Court and Testified. Continued to 10-17-17

July 27, 2017 In the Sixth Judicial Circuit of Pinellas County, St. Petersburg, Florida

Case No. 15 004281 CI 11 / Judge Pamela A.M. Campbell Daisy Datin VS. Arty Joe's, Inc. / Courtroom E, 3rd floor Defendant Attorney Jawdet I. Rubaii / Non-Jury Trial **Court Appearance only.** Case Continued to 08-11-17

July 14, 2017 In the 134th Judicial District Court of Dallas County, Dallas, Texas

George L. Allen, Sr. Courts Building, 6th Floor West (old)

Cause No. DC09-13760 Judge Dale Tillery / Court PH: 214-653-6995

Comerica Bank VS. Emmanuel Mainoo Defendant Attorney Rachel Khirallah

Curt Baggett Approved as Expert by Court and Testified	Curt Baggett	Approved:	as Expert by	v Court and	Testified.
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June 20, 2017 In the Guadalupe County Court At Law, Seguin, Texas

Cause No. 2006-PC-0273 Judge Robin V. Dwyer / PH: 830-303-8869

In the Estate of Raymond Oatman Whipple, Jr., Deceased

Attorney John A. Mead - Jury Trial

Curt Baggett Approved as Expert by Court and Testified.

June 15, 2017 In the 153rd District Court of Tarrant County, Ft. Worth, Texas 76196

Tom Vandergriff Civil Courts Building, 3rd floor – 100 N. Calhoun Street

Judge Susan Heygood McCoy PH: 817-884-2691

Case No.

Metro Mobile electronic LLC VS. Collie Duran Defendant Attorney: Frank Newman, Jr., Esq.

Curt Baggett Approved as Expert by Court and Testified. Continued from 6-9-17

June 15, 2017 In Dallas County Court at Law No. 2, Dallas, Texas

George L. Allen, Sr. Courts – 5th floor

Cause No. CC-17-01445-B Judge King Fifer

Rafael Rivera, Plaintiff VS. Nenidia Guillen Robles and all

other occupants, Defendants

Attorney for Defendant, Thomas Jackson

Curt Baggett Approved as Expert by Court and Testified.

June 14, 2017 In the 431st Judicial District Court of Denton County, Denton, Texas

Cause No. 2011-70623-431 Judge Brody Shanklin

In the Matter of the Marriage of Farah Diba Deendar-Yacoob

And Tabrez Yacoob Atty. Andrew Howard

Curt Baggett Approved as Expert by Court and Testified. Case Continued

June 13, 2017 In the 322nd Judicial District Court of Tarrant County, Ft. Worth, Texas

No. 322-614688-17 Judge Nancy L. Berger

In the Matter of the Marriage of Maria Delgado Lopez Yammine

And Imad Joseph Yammine / Court Appearance Only.

Atty. Ryan Hardy NO SHOW by other attorney – CONTINUED to 9-20-17

June 9, 2017 In the 153rd District Court of Tarrant County, Ft. Worth, Texas 76196

Tom Vandergriff Civil Courts Building, 3rd floor – 100 N. Calhoun Street

Judge Susan Heygood McCoy PH: 817-884-2691

Case No.

Metro Mobile electronic LLC VS. Collie Duran Defendant Attorney: Frank Newman, Jr., Esq.

Curt Baggett Approved as Expert by Court and Testified. / Continued to 6-15-17

May 26, 2017 In the 15th Judicial Circuit Court in Palm Beach County, WPB, FL 33401

JPMorgan Chase Bank, National Association Successor in Interest to Washington

Mutual Bank, Plaintiff V. Yolette E. Sanguinetti, et al, Defendants Case No. 50-2009-CA-025627 (AF) / Court PH: 561-355-2431

Page 10 of 21

Brian Korte, Esq. – Attorney for Defendants Oral **DEPOSITION** (Curt Testified via Skype from Dallas, TX) In the District Court Division, Rockingham County, North Carolina May 2, 2017 14 CVD 1034 / Judge James Allen Grogan / PH: 336-634-6012 Robert Lance Hash, Sr., Plaintiff VS. Kristen E. Kovach, Defendant Atty. H. Craig Farver for Defendant Curt Baggett Approved as Expert by Court and Testified via Skype. April 11, 2017 In the Tarrant County Court at Law No. 1 in Fort Worth, Texas 76196 Case: 2017-000668-1 / Judge Don Pierson / Court PH: 817-884-1457 TFHSP, LLP as Trustee V. Edgar Acosta and all occupants 4th Floor, Room 490 / Moses, Palmer, & Howell, LLP for Defendants **Appearance Only.** Mediation Ordered by Judge. March 2, 2017 In the New York Supreme Court in Kings County, Brooklyn, NY Courtroom 461 / Judge Katherine A. Levine / PH: 347-404-9636 Case No. 5118215 LNT / Fredrick Rufrano V. Michael Yovino Atty. Gerald Slotnik for Michael Yovino Curt Baggett Approved as Expert by Court and Testified. Continued to 7-31-17 Feb. 24, 2017 In the Circuit Court of the Eleventh Judicial Circuit for Dade County, Miami, Florida US Bank NA V. The Estate of Orestes Guirola Et Al Case No. 12-24740 CA / Job #: 2549280 PH: 817-456-3327 Attorneys Carlos D. Lerman & Steven Liberty Oral **DEPOSITION** (Curt testified via Skype in Dallas, TX) Feb. 2, 2017 In the Superior Court of Washington for King County, Seattle, WA Case No. 15-2-03115-5 SEA / Hipps vs. Virginia Mason Medical Center Clerk of Court PH: (206) 296-9300 Defendant Attorneys William J. Leedom & David M. Norman BENNETT BIGELOW & LEEDOM P.S. | BBLLAW.COM Oral **DEPOSITION** (Curt testified via Skype in Plano, TX) In the 310th Judicial District Court, Harris County, Houston, Texas January 4, 2017 Cause No. 2015-24273 / Judge Lisa Millard Sylvia Jimenez Scott VS. Angel Fidencio Trevino Atty. Duana Boswell-Loechel - Litigation Director- Lone Star Legal Aid Curt Baggett Approved as Expert by Court and Testified Oct. 20, 2016 In the Ninth Judicial Circuit Court, Orange County, Orlando, FL Probate Division / Court Room 20A / Case Continued from 8-2-16. Case No. 15-CP-1939 / Judge Jose R. Rodriguez In Re: Estate of Donald Leroy Hall Petitioner Attorney Daniel de Paz Curt Baggett Approved as Expert by Court on 8-2-16 and Testified

via Skype from Richardson, TX

Sept. 8, 2016 In The Supreme Court of the Commonwealth of the Bahamas

Ansbacher House, Nassau, Bahamas

2013/CLE/gen/007823 / Justice Ian Winder Clayton Hillgrove Taylor V. Bank of the Bahamas

Attorney Arthur L. Minns

Curt Baggett Approved as Expert by Court and Testified.

Aug. 10, 2016 In the 18th District Court Johnson County, Cleburne, Texas

Guinn Justice Center, Room 204, 3rd floor

Case No. F50740 / Judge John Neill / PH: 817-556-6820

Def. Attorney Don W. Bonner / Jury Trial

Curt Baggett Approved as Expert by Court and Testified.

Aug. 3, 2016 In the Probate Court No. 1 Dallas County, Dallas, Texas

No. PR-13-968-1 Old Criminal Courts Building 2^{nd} floor Judge Brenda Hull Thompson / PH: 214-653-7236

Joe Davis Trial / Attorney Michael Todd

Curt Baggett Approved as Expert by Court and Testified.

Aug. 2, 2016 In the Circuit County for Orange County, Orlando, FL

Probate Division / Court Room 20A

Case No. 15-CP-1939 / Judge Jose R. Rodriguez

In Re: Estate of Donald Leroy Hall Petitioner Attorney Daniel de Paz

Curt Baggett Approved as Expert by Court to testify on 10-20-16 via Skype.

Case Continued to 10-20-16.

June 23, 2016 In the 201st Judicial District, Travis County, Austin, Texas

 345^{th} District Courtroom, 4^{th} floor, #412 PH: 512-854-9457 Cause No. D-1-FM-14-005909 / Judge Stephen Yelenosky

In the Matter of the Marriage of

Estela Trevino Dyer and Donald Edmund Dyer Attorneys Cristi Trusler & Rebekah Duke Jury Trial.

Curt Baggett Approved as Expert by Court and Testified.

June 8, 2016 In the Supreme Court of the Commonwealth of the Bahamas

Probate Side, No. 2015/PRO/cpr/00006 / Justice Ian Winder

Eleanor Brennen v. Carlton McMinns

Michael W. Horton, Esq. / Nassau, Bahamas

Curt Baggett Approved as Expert by Court and Testified.

June 6, 2016 In the Supreme Court, Commonwealth of the Bahamas

Family Division, No. 00145 / Madam Justice Rhonda Bain Steven Bernard D'Alewyn and Rosalyn Vanessa D'Alewyn

Alexander P. Maillis II, Esq. / Nassau, Bahamas

Curt Baggett Approved as Expert by Court and Testified.

June 2, 2016 In the Tarrant County Family Law Center / Ft. Worth, TX Case No. 360-5933-76-16 / Judge Cynthia Mendoza 360th Court / Ph: 817-884-2720 Tanner J. Lippert V. Savannah Rhea Jeff Branch, Esq. **Curt Baggett Approved as Expert by Court and Testified.** In the 18th Judicial Circuit Court / Brevard County, Florida May 16, 2016 Case No. 2010 CA 033662 / Judge Lisa Davidson Moore Justice Center / Courtroom 2b / Ph: 321-617-7281 PNC V. Courtney Roberts **Curt Baggett Approved as Expert by Court and Testified.** April 15, 2016 In The County Court at Law No. 1 / Tarrant County, Texas Cause No. 2014-000426-1 / Judge Don Pierson Court Clerk Ph: 817-884-2418 / 817-212-7074 David Hart v. Harley Davidson / Jack Peacock, Esq. Appearance. Case Continued. April 13, 2016 Eighth Judicial District Court / Clark County, Las Vegas, Nevada Regional Justice Center / Ph: 702-671-4344 Case # P-15-086345-E / Judge (Commissioner) Wesley Yamashita Probate Estate of Wright, Charles Lowell / David C. Johnson, Esq. **Curt Baggett Approved as Expert by Court and Testified.** In The Essex County Superior Court / Newark, New Jersey February 10, 2016 Case No. DC 010854-15 / Judge Frank Covello NJ Higher Education V. Manuel F. Ponte Jose B. Moreira, Esq. Law Firm Immediately after Judge Covello approved Curt Baggett to testify in his court, the opposition attorney settled. January 14, 2016 In The Probate Court No. 1 of Dallas County, Texas Cause No. PR-15-03152-1 / Judge Brenda Hull Thompson Estate of David Clemmons, Deceased Susan M. Herndon, Esq. December 17, 2015 Justice of the Peace, Precinct 3, Place 1 / Dallas, Texas Case # JS-1431021A / Judge Albert B. Cercone Carol M. Kam V. Western Surety / Pyke, David Appearance only.

Harris County 308th Judicial District Court / Houston, Texas

Cameron County Court at Law No 2 / Brownsville, Texas

No. 2011-15816 / Associate Judge Alyssa Lemkuil Bishop V. Burroughs / Catherine Herrington Hale, Esq.

Judge Laura L. Betancourt Robert Robertson, Esq.

December 15, 2015

December 14, 2015

November 30, 2015 Woods County Courthouse / Alva, Oklahoma

CF-2013-87 / Judge Justin Eilers

The State of Oklahoma V. Michael Lynn Freeman Tim Pool, Esq. / **Appearance only.** Testimony filed.

November 19, 2015 In the County Court at Law No. 1 / Dallas County, Texas

No. CC-15-04952-A / Judge D'Metria Benson Investors Mgs. Center V. John Dobbins

November 18, 2015 Court of Common Pleas in Franklin County, Ohio

Case No. 14 JU 11807 / Magistrate Sanchez

Criminal Division / State of Ohio V. Cassius Crome, Jr.

Byron Potts, Esq. / Columbus, Ohio

November 13, 2015 The Circuit Court of Taney County / Branson, Missouri

Estate No. 10AF-PR00229 / Division 1 Judge Tony Williams

Regions Bank V. Ron Davis - Appearance only. Diana Brazeale, Esq. and Kelley Webb, Esq.

October 14, 2015 Harris County Civil Courts at Law #2, (Houston) Texas

No. 947381 / Judge Theresa W. Chang

Dixie Farm Texaco, Inc. V. Darinder Pal Singh, et al

Carl A. Parker, Esq.

October 8, 2015 County Court at Law in Kerr County, Texas

Cause No. CCL 15-3 / Judge Susan Harris In the Matter of the Estate of Antonio Ayala, Jr.

Samira Mery Lineberger, Esq.

September 21, 2015 State of Texas V. Judge Alfred Isassi

Case No. 15-CRF-0182 / Judge Robert Flores

105th District Court of Kleberg County Texas (Kingsville)

Eric Flores Esq. Attorney of Record

September 14, 2015 Circuit Court of Taney County, Missouri / Probate Division

Page G. Schumacher Trust V. Regions Bank

Estate No. 10AF-PR00229

Branson, Missouri / Ron Davis Attorney of Record

Diana Brazeale, Esq. and Kelley Webb, Esq.

September 10, 2015 Court of Common Pleas in Franklin County, Ohio

Criminal Division / State of Ohio V. Cassius Crome, Jr.

Case No. 14 JU 11807 / Judge Preisse Byron Potts, Esq. / Columbus, Ohio

September 2, 2015 246th District Court of Harris County, (Houston) Texas

Case No. 2014-01759 / Judge Charley E. Prine, Jr.

Zuraima Newson V. Frank Newsom

Edmond N. O'Suji, Esq.

August 17, 2015 Appearance: Virginia In the Circuit Court of Orange

CL 13000165 Judge Gaylord Fincus Robert Mayo, Plaintiff and Pro Se

August 12, 2015 Herman Lee Gibbons Case Lee and Roman Gibbons Client

Dallas County Probate Court #3 Judge Margaret Jones Esq.

Bryan Bethune Attorney of record

July 30, 2015 Betty Tillis Bankruptcy / Case No. 15-04059

Judge Michael D. Lynn

Northern District of Texas / Fort Worth, Texas

Andrew Dunlap Attorney of Record

Curt Baggett Approved as Expert by Court and Testified for Betty Tillis

Court ruled in favor of Curt's testimony for Betty Tillis

May 7, 2015 Judge Clay Poynor

James Reed Level VS Jesse Sayles Level

Attorney George R. Bienfang

County court of law No. 2 / Case No 14-04-258

Wise County Richport, Texas

May 15, 2015 Deutsche Bank National Trust Company, As Trustee For American

Home Mortgage Assets Trust 2006-6, Mortgage-Backed Pass-Through Certificates Series 2006-6 vs. Diane Mandel, et al.

Judicial Officer James R. Thompson

Case No. 2011-CA-055212

Twentieth Circuit Court, Lee County, Florida

March 27, 2015 Dakota Land and Cattle Company and DesLacs Valley Land Corp.

V Jonathon Lochthowe

Case # 51-2013-CV00456 / Judge Richard L. Hager

North Central Judicial District / Ward County Court House

315 SE 3rd St P.O Box 5005 / Minot, ND 58702

January 26, 2015 AET Enterprises Inc. vs. AET Enterprise, LLC

Case No. CJ-2013-144 and Julie Pitts d/b/a AET Enterprise, LLC vs.

The Coves et al., Case No. CJ-2013-145

Dale Marler and Mark Antinaro Attorneys of Record 501 West 1st Street Claremore, Oklahoma 74017

January 8, 2015 Elaine Lett Murphy

Cause # 231-558967-14 / Judge Sullivan presiding

Laurie Robinson R.N. Attorney of Record

Arbitration Sisemore Law Firm

Prenuptial Agreement and Property Dispute

December 8, 2014 Farrell v. Farrell et All Cause # G -2010-992-T/I

Judge Dewayne Farrell Jackson, Mississippi

Ross Barnett Attorney of Record

December 4, 2014 Mallard Point Golf Course Cause # 2013-449

Lonoke County Circuit Court / Lonoke Arkansas

Judge Sandy Huckabee

Jeff Moore Attorney of Record Fraudulent Conveyance Suit

November 6, 2014 Kenneth Bryson V Kenneth Allison

207th District Court / Judge Bruce Boyer

Comal County Courthouse New Braunfels, Texas

David Conrad Beyer Attorney of Record

October 23, 2014 Arapahoe County Elections

How To Spot A Forgery Lecture and Seminar Corene Henage Interim Deputy of Elections 5334 Prince Street Littleton, Colorado 80120

October 10, 2014 Olympia Alvarado Vs Marla Alvarado Wolters et al.;

Cause No. 2013-CL-09746 150th Judicial District Court

Bexar County Texas

John Mead Attorney of Record 210-710-0981

October 3, 2014 Leonardo Hernandez Cause # 314-CV-02818-P

95th Judicial Court Dallas Texas

Judge Ken Molberg Dallas County Court

600 Commerce Dallas, Texas Sara Scott Attorney of Record

September 29, 2014 Elaine Lett Murphy

Laurie Robinson R.N. Attorney of Record Cause # 231-558967-14 / Judge Jesus Navarez

231st Judicial Court Fort Worth, Texas

September 19, 2014 National Union Fire Insurance

Company of Pittsburgh, PA

Through its attorney of record Jeffrey R. Parsons

Dallas, Texas

Calvin Leavelle Deposition

September 18, 2014 Sate of Oklahoma County of Delaware

Jay, Oklahoma

Angela Girdner Deposition

Betty Cartwight Attorney of Record

September 17, 2014 Delaware County Court

Judge Berry Benney 13th Judical District Court

Cause # PB-06-84

327 5th Street Jay Oklahoma John Watermelon /Edna Sultzer

September 16, 2014 District Court of Gregg County

188th Judical Court Judge Daniel Brabham

Hope McPherson v. Johnnie Gunn, Carolyn Gunn and John C.

Gunn Cause # 2011-2012A

August 13, 2014 NYI9879 Civil Court The City of New York

County of Richmond Judge Teresa Cippoteal

Attorney of Record Gary Pillersdorf

Celina Pawlowska V.

New York City Transit Authority The Metropolitan Transportation

Authority and the City of New York

August 1, 2014 United States District Court for the District of Montana

Ahmed A. Al-Aissa V Sears, Roebuck and Co.

Law Office of Urgin, Alexander, Zadick and Higgins P.C.

Deposition

July 16, 2014 Surrogates Court of New York

Judge Diane A. Johnson

2 Johnson Street

Brooklyn, New York 11201 Cause # 2065/A-207

Respondent John James Rollins

In The Matter of the Proceeding of Raymond Rollins as

Administrator of the Estate of Pearl James

June 2, 2014 Surrogates Court of New York

Judge Diane A. Johnson

2 Johnson Street

Brooklyn, New York 11201 Cause # 2065/A-207

Respondent John James Rollins

In The Matter of the Proceeding of Raymond Rollins as

Administrator of the Estate of Pearl James

May 19, 2014 Cause No ESPR018476

Joanne Crew Probate

In The Iowa Probate Court in and for Cedar County

Judge Mike Lawson

Tipton, Iowa

May 15, 2014 Cause No DC-13-290

Israel Garcia V Zulema Gonzalez A.K.A Zulema Morin

In the District Court 229th Judical Distict Duval County, Texas

Deposition

May 11, 2014 San Antonio, Texas

No 2728; Cause No. 2012-CI-19200 Court 57 / Judge Phyllis Speedlin

In the Matter of the Marriage of Gobel

Attorney James E. Monnig

May 12, 2014 Cause DC-13-13137-D

Leonardo Hernandez Garcia V. General Packaging Corp.

Dallas County, Texas 95th Judical, District

Arnold, Arnold, & Itkin LLP Paul Skrabanek

April 22, 2014 In the County Court at Law, Harris County, Texas

Case No. 1035401

Angle Salon Corporation V. Dung Chau, Oanh Bui, Vi Phuong

Pham D/B/A Pro Salon Defendants

Attorney Allan Cease

Deposition

April 14, 2014 George Risner V. Harris County Republican Party

269 District Court Harris County, Houston

Case 2014-02621 / Judge Don Burgess Appeals Court Judge from Beaumont, Texas

March 10, 2014 The 42nd Judicial District of the *Louisiana* District Court

Mansfield, Louisiana at the DeSoto Parish Annex Bldg.

Judge Robert Burgess presiding

Cause # 74275 In Succession Kattie Russell –vs.-Ben Russell

Attorney of Record: Christopher Sices

March 5, 2014 Court of Common Place

Harrison County, OH

Case No. CVH 20130022 / Judge Lintons Lewis Jr.

Sharon Stitt vs. Jamie

February 13, 2014 Eastern Caribbean Supreme Court

Tortola British Virgin Islands

Robert J. Tarlecky case

Attorney of Record: Bob W. Lentz

January 30, 2014 In the Circuit Court of the First Judicial Circuit

> Santa Rosa County, Florida Case No. 2011 CA 000054

Deposition

Wells Fargo Bank, NA vs. Douglas Paul Perryman, Tricia Rene

Simon / Attorney Farrar

In the Federal Court January 22, 2014

New Orleans, LA

Hale Boggs Federal Building

Docket Number 2013-0190 / Judge Bruce T. Smith United States Coast Guard vs. Nelson G. Hopper

Attorney Bill Hidalgo (985) 249-5195

In the 138th District Court January 16, 2014

Cameron County, Texas

Cause No. 2012-DCL-4772-B / Judge Arturu C. Nelson

Michelle Atkinson vs. Orlando Robles

In the 302nd District Court January 10, 2014

Dallas County, Texas

Cause No. 1200649-V / Judge Tena Callahan

In the interest of Elva Steele

In the Branch 1 Court January 9, 2014

Marathon County

Cause No. 2013-SC-669 / Judge Jill Falstad

Stanley Miller Estate vs. Diane Story, Wausau, Wisconsin

Attorney Andrew Schmidt (715) 845-9621

December 16, 2013 **Appeal Hearing**

> State of Georgia Employment Commission Adam Carson vs. The State of Georgia Hearing Officer: Jacqueline Kennedy Dvorak

In the 224th District Court November 5, 2013

Bexar County, Texas

Kader Solomon v. Wael M. Sulieman

Cause No. 2013-CI-06053 / Judge Larry Noll

In the 251st District Court October 31, 2013

> Randall County, Texas Cause No. 63,887-C

Lawrence Schaeffer and Estelle Archer: Plaintiffs,

Counter-Defendants v. David Allison and Austin Equity Investor: Ltd., Defendants, Counter-Plaintiffs and Richard K. Archer:

Intervenor and Eileen Allison: Intervenor

October 4, 2013 In the 219th District Court

Collin County, Texas

Cause No. 219-02861-2013

Ex Parte V. Allison Moore / Judge Scott. J. Becker

October 2, 2013 In the Chancery Court
Sparta, Tennessee
Attorney Doug Fields Cause No. 2012-CV-39

Robinson V. Robinson / Judge Ronald Thurman

August 27, 2013 In the Chancery Court

Attorney Dantone, Frank Washington County, Mississippi

Cause No. 20120419 / Judge Franklin S. Thackston

July 23, 2013 In the 20th Judicial District

Attorney Walter L. Taylor Milam County, Texas

Shannon Farr v. Terry Nevitt Farr, et al.

Cause No. CV-35-208 / Judge John W. Youngblood

July 19, 2013 U. S. Department of Justice,

Attorney Noaman Azhar Executive Office for Immigration Review

Dallas County, Texas

In the Matter of Md. Rafiqul Islam Khan in Removal Proceedings

Case No. A-203-278-078 / Judge Robert Wayne Kimball

July 8, 2013 Taverna v. Fonseca

Miami Dade County, Florida Judge Rosa I. Rodriguez

June 17, 2013 In the County Court In and For Broward County Florida

Myriam Etienne v. Hope Health Career Institute

Case No. 11-11558 / Judge Luis H. Schiff

June 7, 2013 In the Small Claims Division of the County Court

Attorney William H. Davie II In and For Clay County, Florida

Tiffany Raye Gaskell v. Alexandra Bethany Crystal Day

Case No. 2012-SC-000157

May 13, 2013 Thirteenth Judicial Circuit Court
Attorney Jim Erwin County of Pickens, South Carolina

James Earl Shivers v. Mary Eugena Shivers

Case No. 2008-DR-39-253 / Judge Alvin Johnson

April 30, 2013 County Court at Law 1

Attorney Andres Reyes Webb County, State of Texas

In the Estate of Rosa Maria Mares, Deceased

Case No. 2012PB5000008-L1 / Judge Alvino Ben Morales

April 22, 2013 Collin County, State of Texas

Attorney Cyndi Nahas State of Texas v. Allison Faye Moore

File No. 416-81602-2012

19th Judicial District Court

State of Louisiana

* Court Appointed Expert Judge Chris Oldner

March 23, 2013

Attorneys Fred Koenke and Parish of East Baton Rouge

Scott Collier

State of Louisiana v. Dominique Smith

No. 08-08-0005 / Judge Anthony J. Marabella

February 11, 2013 Circuit Court for Escambia County
Attorney Robert C. Allen Probate Division, State of Florida

In Re: Estate of Erma Averhart

File No. 1972-CP-3767 / Judge J. Scott Duncan

Ron Bateman

From: Sent:

Curt Baggett <cbhandwriting@gmail.com> Thursday, September 9, 2021 4:06 PM

To:

Ron Bateman

Subject:

Attachments:

To Ron Bateman / From the Office of Curt Baggett, Expert Document Examiner Curt's CV 2021.docx; Payment Instructions for www.ExpertDocumentExaminer.docx; Where to Obtain Exemplars.docx; AFFIDAVIT for Client's Signatures.docx; 2021 Fee

Schedule.docx

To: Ron Bateman PH: 443-623-1779

e-mail: rbateman@compassmarketinginc.net

Maryland

RE: Exams on questioned initials of John White on Post Employment Agreement

Greetings Ron,

Thanks for calling our office. It was a pleasure speaking with you. Yes, Curt can help. Scan and email as a pdf attachment the questioned document, along with the known samples of John White's initials to cbhandwriting@gmail.com

The cost for one exam (one set of initials) is \$400.00 and you may pay online at www.ExpertDocumentExaminer.com

If there are additional initials to be examined, we can offer you a discount or a flat rate for all of them. Let us know when you send the documents how many sets of John's initials you need to be examined.

Once we receive the documents and payment for the exam, Curt will begin his exam. We will call you with your verbal answer within 2 to 3 business days. If Curt's findings meet your needs, you may order the written Notarized Expert Opinion Letter for an additional \$300.00. We also have a Long Detailed Report for \$1,000.00 which contains all the work product, enlargements and how the conclusion was reached. The Long Report takes about 2 weeks to complete.

Mr. Baggett is

a

Leading Document E xaminer in the U.S. (with 30 years experience) and has examined documents and/or testified in all 50 states and in over a dozen foreign countries

and has been approved as an Expert Witness by over 100 Federal and State Judges

just in the last 6 years

sincerely, Patty 972-644-0285

Office of Curt Baggett
Forensic Document Examiner
http://expertdocumentexaminer.com
Tel. 972-644-0285

e-mail: cbhandwriting@gmail.com



Virus-free. www.avast.com

Ron Bateman

From:

Auto-Receipt <noreply@mail.authorize.net>

Sent:

Friday, September 10, 2021 11:13 AM

To:

Ron Bateman

Subject:

Transaction Receipt from HANDWRITING EXPERT LLC for \$700.00 (USD)

Your case has been started by and order recieved from http://expertdocumentexaminer.com

Order Information

Description:

Handwriting Expert LLC Orderld 341002180

Invoice Number 341002180

Billing Information

Shipping Information

Ron Bateman

222 Severn Ave Building 14 suite 200

ANNAPOLIS, MD 21403

US

rbateman@compassmarketinginc.net

443-623-1779

Total: \$700.00 (USD)

Payment Information

Date/Time:

10-Sep-2021 8:12:34 PDT

Transaction ID:

42922072074

Payment Method:

American Express xxxx1093

Transaction Type:

Purchase

Auth Code:

129602

Merchant Contact Information

HANDWRITING EXPERT LLC RICHARDSON, TX 75081

support@expertdocumentexaminer.com support@expertdocumentexaminer.com

Ron Bateman

From:

Ron Bateman

Sent:

Friday, September 10, 2021 1:40 PM

To:

cbhandwriting@gmail.com; John White

Subject:

Forensic Document Analysis Docs

Attachments:

Forensic Document Analysis Docs.pdf

Curt,

It was a pleasure talking with you on the phone. Using the documents attached, please analyze the document in question to determine:

- 1. If the signature on page 5 is John White's
- 2. If the signature on page 5 has similar writing characteristics to Michael White
- 3. If the signature on page 5 has similar writing characteristics to David Boshea.

I look forward to hearing from you,

Ron Bateman Special Advisor to the CEO Compass Marketing 443.623.1779

Document in Question

John White's signature on page 5

Case 1:21-cv-00309-ELH Document 1-3 Filed 02/05/21 Page F of 6 bengin / Sold

COMPASS MARKETING, INC

Classify - 41 key

Player to he - 1

AGREEMENT RELATING TO EMPLOYMENT AND

POST-EMPLOYMENT COMPETITION

This Agreement is between the David John Boshea, residing at 4839 Clearwater LN. Naperville, IL. 60564 ("Employee") and COMPASS MARKETING, INC ("COMPASS"), having a place of business at 612 Third Street, Annapolis

RECITALS

WHEREAS, COMPASS is a leading provider of consumer products and more specifically, the marketing, distribution and sales services to retailers and non-traditional or alternative distributors in the following categories: food, health-beauty care,

WHEREAS, COMPASS has a proprietary interest in its business and financial plans and systems, methods of operation and other secret and confidential information, knowledge and data ("Proprietary Information") which includes, but is not limited to, all confidential, proprietary or non-public information, ideas and concepts, client names and contact information, annual and strategic business plans; financial plans, reports and systems including, profit and loss statements, sales, accounting forms and procedures and other information regarding costs, pricing and the financial condition of COMPASS and its business segments and groups; management development reviews, including information regarding the capabilities and experience of COMPASS employees; intellectual property including research and development, reports, protocols, computer software and databases: information regarding COMPASS's relationships with its clients, customers, and suppliers and prospective clients, partners, customers and suppliers, policy and procedure manuals, information regarding materials and documents in any form or medium (including oral, written, tangible, intangible, or electronic) concerning any of the above, or any past, current or future business activities of COMPASS that is not publicly available; compensation, recruiting and training, and human resource policies and procedures; and data compilations, research, reports, structures, compounds, techniques, methods, processes, and know-how.

WHEREAS, all such Proprietary Information is developed at great expense to COMPASS and is considered by COMPASS to be confidential trade secrets;

WHEREAS, Employee, as a senior executive, will have access to COMPASS's Proprietary Information, directly in the course of Employee's employment, and indirectly through interaction with and presentations by other COMPASS senior

WHEREAS, COMPASS will introduce Employee to COMPASS clients, customers, suppliers and others, and will encourage, and provide resources for, Employee to develop personal relationships with COMPASS's clients, customers, suppliers and others:

WHEREAS, COMPASS will provide specialized training and skills to Employee in connection with the performance of Employee's duties at COMPASS which training involves the disclosure by COMPASS to Employee of Proprietary Information;

WHEREAS, COMPASS will be vulnerable to unfair post-employment competition by Employee because Employee will have access to and knowledge of COMPASS's Proprietary Information, will have a personal relationship with COMPASS's clients, customers, suppliers and others, and will generate good will which Employee acknowledges belongs to COMPASS;

NOW, THEREFORE, in consideration of Employee's employment with COMPASS, the severance benefit and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Employee agrees to enter into this Agreement with COMPASS as a condition of employment pursuant to which COMPASS will limit Employee's rights, including, but not limited to, the right to compete against COMPASS, during and following termination of employment on the terms set forth in this Agreement. Intending to be legally bound, the parties agree as follows:

ARTICLE 1. NON-DISCLOSURE AND NON-DISPARAGEMENT:

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Employee shall not, during or after termination of employment, directly or indirectly, in any manner utilize or disclose to any person, firm, corporation, association or other entity, except where required by law, any Proprietary Information which is not generally known to the public, or has not otherwise been disclosed or recognized as standard practice in the industries in which COMPASS is engaged. Employee shall, during and after termination of employment, refrain from making any statements or comments of a defamatory or disparaging nature to any third party regarding COMPASS, or any of COMPASS's officers, directors, personnel, policies or products, other than to comply with law.

ARTICLE 2. NON-COMPETITION:

- Subject to Article 2.B. below, Employee, during Employee's period of employment with COMPASS, and for a period of A, three years following the voluntary or involuntary termination of employment, shall not, without COMPASS's written permission, which shall be granted or denied in COMPASS's sole discretion, directly or indirectly, associate with (including, but not limited to, association as a sole proprietor, owner, employer, partner, principal, investor, joint venturer, shareholder, associate, employee, member, consultant, contractor or otherwise), or acquire or maintain ownership interest in, any Business which is competitive with that conducted by or developed for later implementation by COMPASS at any time during the term of Employee's employment, provided, however, if Employee's employment is involuntarily terminated by COMPASS for any reason other than Cause (as defined herein) then the term of the non-competition provision set forth herein will be modified to be one year following such termination of employment. For purposes of this Agreement, "Business" shall be defined as a person, corporation, firm, LLC, partnership, joint venture or other entity. Nothing in the foregoing shall prevent Employee from investing in a Business that is or becomes publicly traded, if Employee's ownership is as a passive investor of less than 1 % of the
- The provision set forth in Article 2.A above, shall apply to (i) all fifty states, and (ii) each foreign country, possession or territory in which COMPASS may be engaged in, or have plans to engage in, business (x) during Employee's period of employment, or (y) in the case of a termination of employment, as of the effective date of such termination or at any time during
- Employee acknowledges that these restrictions are reasonable and necessary to protect the business interests of C. COMPASS, and that enforcement of the provisions set forth in this Article 2 will not unnecessarily or unreasonably impair Employee's ability to obtain other employment following the termination (voluntary or involuntary) of Employee's employment with COMPASS. Further, Employee acknowledges that the provisions set forth in this Article 2 shall apply if Employee's employment is involuntarily terminated by COMPASS for Cause; as a result of the elimination of employee's position for performance-related issues; or for any other reason or no reason at all. D.

ARTICLE 3. NON-SOLICITATION:

- A. During the period of Employee's employment with COMPASS and for a period of three years following the termination of Employee's employment, regardless of the reason for termination, Employee shall not, directly or indirectly: (i) induce or encourage any employee of COMPASS to leave the employ of COMPASS, (ii) hire any individual who is or was an employee of COMPASS, or (iii) induce or encourage any customer, client, potential client, supplier or other business relation of COMPASS to cease or reduce doing business with COMPASS or in any way interfere with the relationship between any such customer, client, В.
- A "customer of COMPASS" shall be defined to mean the entities or businesses to whom COMPASS sells the product lines of its clients.
- A "client of COMPASS" shall be defined to mean the supplier of product lines to COMPASS, which product lines are C. sold by COMPASS to its customers.
- A "potential client of COMPASS" shall be defined to mean the supplier of product lines to COMPASS that COMPASS is actively negotiating with to represent as a future COMPASS client, during the period of Employee's employment.

ARTICLE 4. DISCOVERIES' AND WORKS:

Employee hereby irrevocably assigns, transfers, and conveys to COMPASS to the maximum extent permitted by applicable law Employee's right, title and interest now or hereinafter acquired, in and to all Discoveries and Works (as defined below) created, invented, designed, developed, improved or contributed to by Employee, either alone or jointly with others, while employed by COMPASS and within the scope of Employee's employment and/or with the use of COMPASS's resources. The terms "Discoveries and Works" include all works of authorship, inventions, intellectual property, materials, documents. or other work product (including, without limitation, Proprietary Information, patents and patent applications, patentable inventions, research, reports, software, code, databases, systems, applications, presentations, textual works, graphics and audiovisual materials). Employee shall have the burden of proving that any materials or works created, invented, designed, developed, contributed to or improved by Employee that are implicated by or relevant to employment by COMPASS are not implicated by this provision. Employee agrees to (i) keep accurate records and promptly notify, make full disclosure to, and execute and deliver any documents and to take any further actions requested by COMPASS to assist it in validating, effectuating, maintaining, protecting, enforcing, perfecting, recording, patenting or registering any of its rights hereunder, and (ii) renounce any and all claims, including, without perrecuing, recording, paterning of registering any or as figure determines, and (a) remodites may and an ending, with respect to all Discoveries and Works and all other property owned or licensed by COMPASS, Any Discoveries and Works that, within six months after the termination of Employee's employment with COMPASS, are made, disclosed, reduced to a tangible or written form or description, or are reduced to practice by Employee and which pertain to the business carried on or products or services being sold or developed by COMPASS at the time of such termination shall, as between Employee and COMPASS, be presumed to have been made during such employment with COMPASS. Employee acknowledges that, to the fullest extent permitted by law, all Discoveries and Works shall be deemed "works made for hirs" under the Copyright Act of 1976, as amended, 17 U.S.C. Section 101. Employee hersby grants COMPASS a perpetual, nonexclusive, royalty-free, worldwide, assignable, sublicensable license under all rights and intellectual property a perpennal nonexcusary, royany-nees, wormwine, assignators, supposessance means under an rights and memorital property rights (including patent, industrial property, copyright, trademark, trade secret, unfair competition and related laws) in any Works and Discoveries, for all purposes in connection with COMPASS's current and future business, that Employee has created, and Discoveries, and an purposes are connection with Complexes of controls and many of the company of the compa or implicated by such employment ("Prior Works"). Any Prior Works are disclosed by Employee in Schedule 1. ARTICLE 5. REMEDIES:

Employee acknowledges that in the event of any violation by Employee of the provisions set forth in Articles 1, 2, 3 or 4 above, COMPASS will sustain serious, irreparable and substantial harm to its business, the extent of which will be difficult to determine and impossible to fully remedy by an action at law for money damages. Accordingly, Employee agrees that, in the event of such violation or threatened violation by Employee, COMPASS shall be entitled to an injunction before trial before any court of competent jurisdiction as a matter of course upon the posting of not more than a nominal bond, in addition to all such other legal and equitable remedies as may be available to COMPASS. If COMPASS is required to enforce the provisions set forth in Articles 2 and 3 above by seeking an injunction, Employee agrees that the relevant time periods set forth in Articles 2 and 3 shall commence with the entry of the injunction. Employee further agrees that, in the event any of the provisions of this Agreement are determined by a court at competent jurisdiction to be invalid, illegal, or for any reason menforceable as written, such court shall substitute a valid provision which most closely approximates the intent and purpose of the invalid provision and which would be ARTICLE 6, SEVERANCE:



- If Employee's employment is terminated by COMPASS for any reason other than Cause, Employee shall receive A. A. It completes a employment is communically count find not may reason outer man cause, completes small receive severance payments totaling \$180,000 (one hundred and eighty thousand U.S. dollars) which will be divided up into twenty-four payments and will commence with the Employee's effective date of termination and shall be made in accordance with COMPASS's normal payroll cycle. The period during which Employee receives severance payments shall be referred to as the "Severance Pay Period." Severance will increase one month for every month employed to a maximum severance of \$540,000. В
- There are no other post-employment benefits. Employee, however, shall have certain rights to continue the Medical Plan under COBRA.
- Termination for "Cause shall he defined as termination of employment due to: (i) conviction of or entry of a plea of guilty or noto contendere to any criminal charge (or any similar crime for purposes of laws outside the United States), (ii) fraud or gunty or mino communic to any communic energy (or any summer control purposes or mans considering of control scales), (ii) the violation of

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- If Employee is terminated by COMPASS for reasons other than Cause, Employee will receive the severance payments D. during the Severance Pay Period even if Employee commences other employment during such period provided such employment
- In addition to the remedies set forth in Article 5, COMPASS reserves the right to terminate all severance payments if Employee violates any covenants set forth in Articles 1, 2, 3 or 4 of this Agreement.
- Employee's receipt of severance under this Agreement is contingent on Employee's execution of a release in a form P. reasonably acceptable to COMPASS, except that such release shall not include any claims by Employee to enforce Employee's rights under, or with respect to, this Agreement or any COMPASS benefit plan pursuant to its terms, and that the employee not revoking the release prior to the expiration of the applicable Age Discrimination in Employment Act revocation period.

ARTICLE 7. TERM OF EMPLOYMENT:

Employee acknowledges that COMPASS has the right to terminate Employee's employment at any time for any reason whatsoever, provided, however, that any fermination by COMPASS for reasons other than Cause shall result in the severance described in Article 6 above, to become due in accordance with the terms of this Agreement subject to the conditions set forth in this Agreement. Employee further acknowledges that the severance payments provided by COMPASS are in full satisfaction of any obligations COMPASS may have resulting from COMPASS's exercise of its right to terminate Employee's employment, except for those obligations which are intended to survive termination such as the payments to be made pursuant to retirement plans, deferred compensation plans and conversion of insurance. ARTICLE 8. MISCELLANEOUS:

- As used throughout this Agreement, COMPASS includes COMPASS MARKETING, Inc. and its subsidiaries and affiliates or any corporation, joint venture, or other entity in which COMPASS MARKETING, Inc. or its subsidiaries or affiliates
- This Agreement shall supersede and substitute for any previous employment, post-employment or severance agreement between Employee and COMPASS.
- If Employee's employment wifn COMPASS terminates solely by reason of a transfer of stock or assets of, or a merger or other disposition of, a subsidiary of COMPASS (whether direct or indirect), such termination shall not be deemed a termination of comployment by COMPASS for purposes of this Agreement, provided that COMPASS requires the subsequent employer, by agreement, to expressly assume and agree to perform this Agreement in the same manner and to the same extent that COMPASS
- Employee shall not be required to mitigate damages or the amount of any payment provided for under this Agreement by seeking other employment or otherwise.
- In the event any one or more of the provisions of this Agreement shall be or become invalid, illegal or unenforceable in E. any respect, the validity legality and enforceability of the remaining provisions of this Agreement shall not be affected thereby.
- The terms of this Agreement shall be governed by the laws of the State of Maryland, without regard to conflicts of laws principles thereof. For purposes of any action or proceeding, Employee irrevocably submits to the non-exclusive jurisdiction of the courts of Maryland and the courts of the United States of America located in Maryland for the purpose of any judicial proceeding arising out of or relating to this Agreement, and acknowledges that the designated forum has a reasonable relation to the Agreement and to the parties' relationship with one another. Notwithstanding the provisions of this Article 8.F COMPASS may, in its discretion, bring an action or special proceeding in any court of competent jurisdiction for the purpose of seeking
- Employee expressly consents to the application of Article 8.F to any judicial action or proceeding arising out of or relating to this Agreement. COMPASS shall have the right to serve legal process upon Employee in any manner permitted bylaw. In addition, Employee irrevocably appoints the General Counsel of COMPASS MARKETING, Inc. (or any successor) as Employee's agent for service of legal process in connection with any such action or proceeding and Employee agrees that service of legal process upon such agent, who shall promptly advise Employee of any such service of legal process at the address of

from to next repiece.

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Page 4 of 6

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Employee then in the records of COMPASS, shall be deemed in every respect effective service of legal process upon Employee in H.

- Employee hereby waives, to the fullest extent permitted by applicable law, any objection that Employee now or hereafter may have to personal jurisdiction or to the laying of venue of any action or proceeding brought in any court referenced in Article
- Notwithstanding any other provision of this Agreement, COMPASS may, to the extent required by law, withhold applicable federal, state and local income and other taxes from any payments due to Employee hereunder.
- At any time during the validity of this Agreement, Employee agrees that COMPASS may notify third parties about Employee's rights and obligations under this Agreement. Anapapanankangangangangi.
- Employee affirms that Employee has read this Agreement and has asked questions needed to understand the terms, consequences and binding effect of this Agreement and fully understands them.
- Employee affirms that Employee has sought the advice of an attorney of his/her choice before signing this Agreement. L.

IN WITNESS WHEREOF, and intending to be legally bound, the parties hereto have caused this Agreement to be signed.

by COMPASS MARKETING, INC.

by EMPLOYEE

Date:

Date:

John D. White, CEO

181 Warist Bahea David John Boshea

Schedule 1

Prior Works*

if no Prior Works are listed, Employee certifies that there are none.

Initial CM 0309

John White's actual signature examples

SIGNATURE PAGE FOR JOHN White

John July Collection of the Co

Compass MARKETING COMPASS MARKETING INC 222 SEVERN AVE, SUITE 200 ANNAPOLIS, MD 21403

MANUFACTURERS & TRADERS TH CO 7-11/020

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08/02/2011

PAY TO THE ORDER OF _

Michael R White

\$*119,239.00

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Michael R White 39850 Hiawatha Circle Mechanicsville, MD 20659

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- As used throughout this Agreement, COMPASS includes COMPASS MARKETING, Inc. and its subsidiaries and affiliates or any corporation, joint venture, or other entity in which COMPASS MARKETING, Inc. or its subsidiaries or affiliates an equity interest in excess of ten percent (10%).
- B. This Agraement shall supersede and substitute for any previous employment or post-employment agreements between Employee and COMPASS.
- C. If Employee's employment with COMPASS terminates solely by reason of a transfer of stock or assets of, or a merger or other disposition of, a subsidiary of COMPASS (whether direct or indirect), such termination shall not be decaded a termination of employment by COMPASS for purposes of this Agreement, provided that COMPASS requires the subsequent employer, by agreement, to expressly assume and agree to perform this Agreement in the same manner and to the same extent that COMPASS would be required to perform it if no such transaction had taken place.
- D. Removed,
- is. In the event any one or more of the provisions of this Agreement shall be or become invalid, illegal or unenforceable in any respect, the validity legality and enforceability of the remaining provisions of this Agreement shall not be affected thereby.
- P. The terms of this Agreement shall be governed by the laws of the State of Maryland, without regard to conflicts of laws principles thereof. For purposes of any action or proceeding, Employee irrevocably submits to the non-exclusive jurisdiction of the courts of Maryland and the courts of the United States of America located in Maryland for the purpose of any judicial proceeding arising out of or relating to this Agreement, and acknowledges that the designated forum has a reasonable relation to the Agreement and to the parties' relationship with one mother. Notwithstanding the provisions of this Article 8.F COMPASS may, in its discretion, bring an action or special proceeding in any court of competent jurisdiction for the purpose of seeking temporary or preliminary relief pending resolution of a dispute.
- 1. Notwithstanding any other provision of this Agreement, COMPASS may, to the extent required by law, withhold applicable federal, state and local income and other taxes from any payments due to Employee hereunder.
- J. At any time during the validity of this Agreement, Employee agrees that COMPASS may notify third parties about Employee's rights and obligations under this Agreement.
- K. Employee affirms that Employee has read this Agreement and has asked questions needed to understand the terms, consequences and binding effect of this Agreement and fully understands them.
- I.. Employee affirms that Employee has sought the advice of an attorney of his/her choice before signing this Agreement.

IN WITNESS WHEREOF, and intending to be legally bound, the parties hereto have caused this Agreement to be signed:

by COMPASS MARKETING, INC.

Date:

lef

John D. White, CEO

by Kevin Van Dougan

Date:

tol

agreement, to expressly assume and agree to perform this Agreement in the same manner and to the same extent that COMPASS would be required to perform it if no such transaction had taken place.

- D. Employee shall not be required to mitigate damages or the amount of any payment provided for under this Agreement by seeking other employment or otherwise.
- B. In the event any one or more of the provisions of this Agreement shall be or become invalid, illegal or unenforceable in any respect, the validity legality and enforceability of the remaining provisions of this Agreement shall not be affected thereby.
- P. The terms of this Agreement shall be governed by the laws of the State of Maryland, without regard to conflicts of laws principles thereof. For purposes of any action or proceeding, Employee irrevocably submits to the non-exclusive jurisdiction of the courts of Maryland and the courts of the United States of America located in Maryland for the purpose of any judicial proceeding arising out of or relating to this Agreement, and acknowledges that the designated forum has a reasonable relation to the Agreement and to the parties' relationship with one another. Notwithstanding the provisions of this Article 8.F COMPASS temporary or preliminary relief peading resolution of a dispute.
- G. Employee expressly consents to the application of Article 8.F to any judicial action or proceeding arising out of or relating to this Agreement. COMPASS shall have the right to serve legal process upon Employee in any manner permitted by law. In addition, Employee irrevocably appoints the General Counsel of COMPASS MARKETING, Inc. (or any successor) as Employee's agent for service of legal process in connection with any such action or proceeding and Employee agrees that service of legal process upon such agent, who shall promptly advise Employee of any such service of legal process at the address of Employee then in the records of COMPASS, shall be deemed in every respect effective service of legal process upon Employee in any such action or proceeding.
- H. Employee hereby walves, to the fullest extent permitted by applicable law, any objection that Employee now or hereafter may have to personal jurisdiction or to the laying of venue of any action or proceeding brought in any court referenced in Article 8.1 and hereby agrees not to plead or claim the same.
- I. Notwithstanding any other provision of this Agreement, COMPASS may, to the extent required by law, withhold applicable federal, state and local income and other taxes from any payments due to Employee hereunder.
- J. At any time during the validity of this Agreement, Employee agrees that COMPASS may notify third parties about Employee's rights and obligations under this Agreement,
- K. Employee affiring that Employee has read this Agreement and has asked questions needed to understand the terms, consequences and hinding effect of this Agreement and fully understands them.
- In Huployee affirms that Employee has sought the advice of an attorney of his/her choice before signing this Agreement.

IN WITNESS WHEREOF, and intending to be legally bound, the parties hereto have caused this Agreement to be signed.

by COMPASS MARKETING, INC.

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John D. White, CEO

by EMPLOYEE

John Mancin

Counsel of COMPASS MARKETING, Inc. (or any successor) as Employee's agent for service of legal process in connection with any such action or proceeding and Employee agrees that service of legal process upon such agent, who shall promptly advise Employee of any such service of legal process at the address of Employee then in the records of COMPASS, shall be deemed in every respect effective service of legal process upon Employee in any such action or proceeding.

- H. Employee hereby waives, to the fullest extent permitted by applicable law, any objection that Employee now or hereafter may have to personal jurisdiction or to the laying of venue of any action or proceeding brought in any court referenced in Article 8.F and hereby agrees not to plead or claim the same.
- I. Notwithstanding any other provision of this Agreement, COMPASS may, to the extent required by law, withhold applicable federal, state and local income and other taxes from any payments due to Employée hereunder.
- J. At any time during the validity of this Agreement, Employee agrees that COMPASS may notify third parties about Employee's rights and obligations under this Agreement.
- K. Employee affirms that Employee has read this Agreement and has asked questions needed to understand the terms, consequences and binding effect of this Agreement and fully understands them.
- L. Employee affirms that Employee has had the opportunity to seek the advice of an attorney of his/her choice before signing this Agreement.

IN WITNESS WHEREOF, and intending to he legally bound, the parties hereto have caused this Agreement to be signed:

By COMPASS MARKETING, INC.

Date

/s/

By EMPLOYEE

T .

/s/

ARTICLE 6. MISCELLANEOUS:

- A. As used throughout this Agreement, COMPASS includes COMPASS MARKETING, Inc. and its subsidiaries and affiliates or any corporation, Joint venture, or other entity in which COMPASS MARKETING, Inc. or its subsidiaries or affiliates has an equity interest in excess of ten percent (10%).
- B. This Agreement shall supersede and substitute for any previous employment or post-employment agreements between Employee and COMPASS.
- C. If Employee's employment with COMPASS terminates solely by reason of a transfer of stock or assets of, or a merger or other disposition of, a subsidiary of COMPASS (whether direct or indirect), such termination shall not be deemed a termination of employment by COMPASS for purposes of this Agreement, provided that COMPASS requires the subsequent employer, by agreement, to expressly assume and agree to perform this Agreement in the same manner and to the same extent that COMPASS would be required to perform it if no such transaction had taken place.
- D. Removed.
- E. In the event any one or more of the provisions of this Agreement shall be or become invalid, illegal or unenforceable in any respect, the validity legality and enforceability of the remaining provisions of this Agreement shall not be affected thereby.
- F. The terms of this Agreement shall be governed by the laws of the State of Maryland, without regard to conflicts of laws principles thereof. For purposes of any action or proceeding, Employee irrevocably submits to the non-exclusive jurisdiction of the courts of Maryland and the courts of the United States of America located in Maryland for the purpose of any judicial proceeding arising out of or relating to this Agreement, and acknowledges that the designated forum has a reasonable relation to the Agreement and to the parties' relationship with one another. Notwithstanding the provisions of this Article 8.F COMPASS may, in its discretion, bring an action or special proceeding in any court of competent jurisdiction for the purpose of seeking temporary or preliminary relief pending resolution of a dispute.
- I. Notwithstanding any other provision of this Agreement, COMPASS may, to the extent required by law, withhold applicable federal, state and local income and other taxes from any payments due to Employee hereunder.
- J. At any time during the validity of this Agreement, Employee agrees that COMPASS may notify third parties about Employee's rights and obligations under this Agreement.
- K. Employee affirms that Employee has read this Agreement and has asked questions needed to understand the terms, consequences and binding effect of this Agreement and fully understands them.
- L. Employee affirms that Employee has sought the advice of an attorney of his/her choice before signing this Agreement.

IN WITNESS WHEREOF, and intending to he legally bound, the parties hereto have caused this Agreement to be signed:

by COMPASS MARKETING, INC.	by Drev	v Rayman
Date: 4/15/2019	Date:	4/10/19
1st Alee	/s/	Tom Roy
John D. White, CEO		

agreement, to expressly assume and agree to perform this Agreement in the same manner and to the same extent that COMPASS would be required to perform it if no such transaction had taken place.

- D. Employee shall not be required to mitigate damages or the amount of any payment provided for under this Agreement by seeking other employment or otherwise.
- E. In the event any one or more of the provisions of this Agreement shall be or become invalid, illegal or unenforceable in any respect, the validity legality and enforceability of the remaining provisions of this Agreement shall not be affected thereby.
- F. The terms of this Agreement shall be governed by the laws of the State of Maryland, without regard to conflicts of laws principles thereof. For purposes of any action or proceeding, Employee irrevocably submits to the non-exclusive jurisdiction of the courts of Maryland and the courts of the United States of America located in Maryland for the purpose of any judicial proceeding arising out of or relating to this Agreement, and acknowledges that the designated forum has a reasonable relation to the Agreement and to the parties' relationship with one another. Notwithstanding the provisions of this Article 8.F COMPASS may, in its discretion, bring an action or special proceeding in any court of competent jurisdiction for the purpose of seeking temporary or preliminary relief pending resolution of a dispute.
- G. Employee expressly consents to the application of Article 8.F to any judicial action or proceeding arising out of or relating to this Agreement. COMPASS shall have the right to serve legal process upon Employee in any manner permitted by law, In addition, Employee irrevocably appoints the General Counsel of COMPASS MARKETING, Inc. (or any successor) as Employee's agent for service of legal process in connection with any such action or proceeding and Employee agrees that service of legal process upon such agent, who shall promptly advise Employee of any such service of legal process at the address of Employee then in the records of COMPASS, shall be deemed in every respect effective service of legal process upon Employee in any such action or proceeding.
- H. Employee hereby waives, to the fullest extent permitted by applicable law, any objection that Employee now or hereafter may have to personal jurisdiction or to the laying of venue of any action or proceeding brought in any court referenced in Article 8.F and hereby agrees not to plead or claim the same.
- I. Notwithstanding any other provision of this Agreement, COMPASS may, to the extent required by law, withhold applicable federal, state and local income and other taxes from any payments due to Employee hereunder.
- J. At any time during the validity of this Agreement, Employee agrees that COMPASS may notify third parties about Employee's rights and obligations under this Agreement.
- K. Employee affirms that Employee has read this Agreement and has asked questions needed to understand the terms, consequences and binding effect of this Agreement and fully understands them.
- L. Employee affirms that Employee has sought the advice of an attorney of his/her choice before signing this Agreement.

IN WITNESS WHEREOF, and intending to be legally bound, the parties hereto have caused this Agreement to be signed.

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by COMPASS MARKETING, INC.

John D. White, CEO

by EMPLOYEE

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Dato:		Date:	3/6/2017	
/s/	La Ca	/s/	Jamie Nash	
John D	. White, CEO	Jamle Na	nsh	

Page 4 of 5

Michael White's actual signature examples

MW 507

Purpose. Complete Form MW807 so that your employer can withhold the correct Maryland income tax from your pay. Consider completing a new Form MW507 each year and when your personal or financial situation changes.

Basic Instructions. Enter on fine 1 below, the number of personal exemptions that you will be claimling on your tex return; however, if you wish to claimling on your tex return; however, if you wish to claim more exemptions, or if your adjusted gross Income will be more than \$100,000 if you are filling single or married filing separately (\$150,000, if you are filing jointly or as head of household), you must complete the Personal Exemption Worksheet on page 2. Complete the Personal Exemption Worksheet on page 2. Complete the Personal Exemption Worksheet on page 2 to further adjust your Maryland withholding beadd upon Itarilized deductions, and certain other expenses that exceed your standard deduction and are not being claimed at another job or by your spouse, Flowever, you may claim fewer (or zero) exemptions.

Additional withholding per pay period under agreement with employer, if you are not having enough tax withheld, you may ask your employer to withhold more by entering an additional amount on line 2.

Exemption from withholding. You may be entilled to claim an exemption from the withholding of Maryland income tax if:

- a. last year you did not owe any Maryland income tax and had a right to a full refund of any tax withheld; AND
- this year you do not expect to owe any Maryland income tax and expect to have a right to a full refund of all income lax withhold.

If you are allgible to claim this exemption, complete Line 3 and your employer will not withhold Maryland income tax from your wages.

Students and Seasonal Employees whose annual income will be below the minimum income will be below the minimum.

flying requirements should claim exemption from withholding. This provides mere income throughout the year and evolds the necessity of flying a Maryland income tax return.

Certification of nonresidence in the State of Maryland. Complete Line 4. This line is to be completed by residents of the District of Columbia, Pennsylvania, Virginia or West Virginia who are employed in Maryland and who do not maintain a place of abode in Maryland for 183 days or more. Line 4 is NOT to be used by residents of other states who are working in Maryland, because such persons are liable for Maryland income tax and

withholding from their wages is required. If you are domiciled in the District of Columbia, Pennsylvania or Virginia and maintain a place of abode in Maryland for 103 days or more, you become a statutory resident of Maryland and you are required to file a resident return with Maryland reporting your total income. You must apply to your domicile state for any tax credit to which you may be entitled under the reciprocal provisions of the law. If you are domiciled in West Virginia, you are not required to pay Maryland income tax on wage or salary income, regardless of the length of time you may have spent in Maryland.

Under the Service members Civil Rollef Act, as amended by the Military Spouses Residency Relief Act, you may be exempt from Maryland thoome tax on your wages if (i) your spouse is a member of the armed forces present in Maryland in compliance with military orders; (ii) you are present in Maryland solely to be with your spouse; and (iii) you maintain your domicile in another state. If you claim exemption under the SCRA enter your state of domicile (legal residence) on Line 5; enter "EXEMPT" in the box to the right on Line 5; and altach a copy of your apousel military identification card to Form MW507.

Duties and responsibilities of employer. Retain this certificate with your records. You are required to submit a copy of this certificate and accompanying attachments to the Compilance Division, Compilance Programs Section, 301 West Preston Street, Baltimore, MD 21201, when received if:

- you have any reason to believe this certificate to incorrect;
- the employee claims more than 10 exemptions;
- the employee claims an exemption from withholding because he/she had no tax liability for the preceding tax year, expects to incur no tax liability this year and the wages are expected to exceed \$200 a week;
- the employee claims an examplifon from withholding on the basis of nonresidence; or
- the employee claims an exemption from withholding under the Military Spouses Residency Relief Act,

Upon receipt of any exemption certificate (Form MW 507), the Compliance Division will make a determination and notify you if a change is required.

Once a certificate is revoked by the Comptroller, the employer must send any new certificate from the employee to the Comptroller for approval before implementing the new certificate.

If an employee claims exemption under 3 above, a new exemption certificate must be filed by February 18th of the following year.

Duties and responsibilities of employee, if, on any day during the calendar year, the number of withholding exemptions that the employee is entitled to claim to less than the number of exemptions claimed on the withholding exemption certificate in effect, the employee shall file a naw withholding exemption certificate with the employer within 10 days after the change occurs.

MWV 507 Employee's Maryland	Withholding Exemption Certificate
Point full piame Steest Addings a City, State, 2017	
STEED ATHA CIRCLE Single ☐ Married (surviving spouse or unmarrie	
Total number of exemptions you are claiming not to exceed line f Additional withholding per pay period under agreement with emptions	In Personal Exemption Worksheet on page 2
Totalm exemption from withholding because I do not expect to ow a. Last year I did not owe any Mazyland income tax and had a b. This year I do not expect to owe any Maryland income tax (This includes seasonal and student employees whose annual in If both a and b apply, enter year applicable	we Maryland tax. See instructions above and check bexes that apply. I right to a full refund of all income tax withheld and and expect to have the right to a full refund of all income tax withheld come will be below the minimum filing requirements). I effective) Enter "EXEMPT" hore
4. I claim examption from withholding because I am domicited in one District of Columbia Ponneyivante Virginia I further certify that I do not maintain a place of abode in Maryland	of the following status. Check state that applies. West Virginia d as described in the instructions above. Enter *EVENDER have
6. certify that I am u legal resident of the state of requirements set forth under the Servicemembers Civil Relief Act, Enter "EXEMPT" here	d am not subject to Maryland withholding because I meet the
Under the penalty of perfury, I arther certify that I am antilled to the number of withhold exempt stakes on line 3, 4 or 5, whichever applies.	ling allowances claimed on line 1 above, or if claiming exemption from withholding, that I am antilled to claim the
Campleygravi Algruysifa Ampleyer's Namo and addrose including zip code (for employer use only)	Dala 3-29-2017
OMRAD-636 10-49	Federal employer Berdiffeation number

Form W-4 (2011)

Furnose. Complete Form W-4 so that your employer can withhold the correct federal income tax from your pay. Consider completing a new Form W-4 each year and when your peysonal or financial situation changes.

Exemption from wildiholding. If you are exempt, complete only lines 1, 2, 3, 4, and 7 and sign the form to validate it. Your exemption for 2011 expires February 16, 2012, 8ee Pub. 505, Tax Withholding and Estimated Tax.

Note. If another person can claim you as a dependent on his or her tax return, you cannot claim exemption from withholding if your income succeeds \$950 and includes more than \$300 of language of language in the stand income for example, interest and ... dividends).

Basic instructions. If you are not exempt, complete the Personni Allowanese Workenset below. The worksheets on page 2 further adjust your withholding allowances based on itemized deductions, certain credits, adjustments to income, or two-earners/multiple lobs altuations,

Complete all workeheets that apply, Flowsver, you may oldin fewer (or zero) allowances. For regular Wages, withholding must be based on allowances you dailined and may not be a flat arrount or percentage of wages.

Head of household. Generally, you may dalm head of household filing status on your tax return only if you are unmarried and pay more than 60% of the costs of keeping up a home for yourself and your dependent(s) or other qualifying individuals. See Pub. 501, Exemptions, Standard Deduction, and Filing Information, for Information.

Tax credits. You can take projected tax credits into account in liguring your allowable number of withholding allowances. Credits for child or dependent care expenses and the child tax credit may be claimed using the Personal Allowances Worksheet below. See Pub. 919, flow Do I Adjust My Tax Wilnholding, for Information on converting your other credits into withholding allowances.

Nonwage (noome, if you have a large amount of nonwage income, such as interest or dividends, consider making estimated tax payments using Form 1940-ES, Estimated Tax for Individuals, Otherwise, you may owe additional lax. If you have pension or cantality income, see Pub, 919 to find out if you should adjust your withholding on Form W-4 or W-4P.

Two earners or multiple jobe, if you have a working spouse or more than one job, figure the total number of allowences you are entitled to claim on all jobe using worksheets from only one Form W-4. Your withholding usually will be most accurate when all allowances are claimed on the Form W-4 for the highest paying job and zero allowances are claimed on the others. See Pub. 919 for details.

Nonrealdent allen. If you are a nonrealdent allen, see Notice 1302, Bupplementel Form W-4 instructions for Nonresident Allene, before completing the form:

Check your withholding. After your Form W-4 takes effect, tee Pub. 919 to see how the amount you are having withheld compares to your projected total tax for 2011. See Pub. 919, especially if your earnings exceed \$130,000 (Single) or \$180,000 (Mairted).

	coulston, making est	mated tax payments using (Single) or throu, out (Married),
	Personal Allowaness We	The state of the s
A	The real of the second control of the second	deut
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Ð	Enter "1" It: 1 • You are married, have only one lob and you	If the land down and the land a
	Your wages from a second tob or your space	al abonee does tot work! or
C	inter "1" for your spouse. But, you may phoose to enter " o "	ur spouse does not work; or e's wages (or the total of both) ere \$1,500 or less.
	han one job. (Entering "-0-" may help you sould having to-	in you are married and have either a working appulse or more
ן מ	Intel number of dependents (other than your	CONTRACTOR AND
E I	inter "1" if you will file as head of household on your tax retur inter "1" if you have at least \$1,900 of child or dependent car	elf) you will claim on your tax return
F j	of about 11 If you have at least \$1,000 of about 11 in your tax returns	n (see conditions under Head of household above)
(inter "1" If you have at least \$1,900 of child or dependent car Note. Do not include child support payments. See Pub. 509. 6	e expenses for which you plan to plaim a credit
GÌ	Note. Do not include child support payments. See Pub. 503, C hild Tax Credit (including additional child tax credit). See Pub.	hild and Dependent Care Expenses, for details)
•	hild Tax Credit (Including additional child tax credit). See Pub. If your total income will be less than \$61,000 (\$90,000 if market) color	2. 972, Child Tax Credit, for more information
	If your total income will be be because of \$60,000 if married), only	p. 972, Child Tax Credit, for more information. "2" for each eligible child; then loae "1" if you have three or more eligible children. 0,000 and \$119,000 if manifed, enter "1" for each of the children.
	If your total income will be between \$61,000 and \$84,000 (\$90 child plus "1" additional if you have six or more eligible childr	0,000 and \$119,000 if married), enter "1" for each of filtre eligible children.
ı A	child plus "1" additional if you have six or more eligible childr	en , , , , , , , , , , , , , , , , , , ,
' C	or accuracy.	en
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W	orksheets • If you have more than one lob or are married and	Towns your Trimitolding, see the Deductions
ti	at apply. \$40,000 (\$10,000 if married), see the Two-Earners.	you and your spouse both work and the combined earnings from all jobs exceed Multiple Jobs Workshed to page 2 to avoid having too illie tax withheld, to here and enter the purplet from the Lie by the life tax.
	 If neither of the above situations applies, at 	Multiple Jobs Worksheet on page 2 to avoid having too little tax withheld, top hore and enter the number from line H on line 5 of Form W-4 below.
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ы	to the state of th	ployer. Keep the top part for your records.
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orna Rev	anua Bervica subject to review by the IRS, Your employer may	hor of allowances or exemption from withholding is the required to send a copy of this form to the IRS.
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7 3	O HAENATHA CIRCLE	9 Single Married Married, but withhold at higher Single rate,
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	CHANICSUILLE MD 20659	4 in your max minio differs from that shown on your good a social socials
6 T	otal number of allowences you are claiming from the Mult	blieck here. You must call 1-800-772-1215 for a replacement card.
6 A	otel number of allowances you are claiming from line H above diditional amount, if any, you want withheld from each payched	or norm the applicable worksheet on page 2) 5
7 (laim exemption from withholding for 2011, and I certify that in ast year I had a right to a refund of all federal income toy with	k
	ast year lived a data to a manual of the same of the s	neet both of the following conditions for exemption
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lf	This year I expect a refund of all federal income tax with you meet both conditions, write "Exempt" here	ecause expect to have no tay liability
ler nonn	you meet both conditions, write "Exempt" here. ties of perjury, I declare that I have exempted this contribute and to the best	7
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		initig to the Ats.) 9 Office could (optional) 10 Employer Identification number (EM)
Privac	Act and Paperwork Reduction Act Notice, see page 2,	
	Y was to be by Y'	Oat, No. 10220Q Form W-4 (2011)

PAYCHEX

Direct Deposit Signup/Change Form

Ca	Type of Account Checking Savings Chase Pay rd Plus Checking Savings Checking Savings Chase Pay d Plus	If Chase Pay Card Plus, fill out attached application.	orie): Remainder of Net Pay % of Net Specific Dollar Amount \$.00 Remainder of Net Pay % of Net Specific Dollar	
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cessed by Paychex, Inc. ployer Signature	M L	e has added or changed a l	bank account for direct de	posit transactions
		Paychex Use Only Time & Date		_0011

Drange Savings Account - DIRECT DEPOSIT AUTHORIZATION FORM

To set up Direct Deposit into	your Orange Savings Account:
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Fill out this form

Sign it

Give it to your employer/financial institution that will be making deposits on your behalf

Bank: ING DIRECT (ING Bank, fsb)

Account Number:

Routing Number:

Fed Line Tran Code: #22 Account Type: Orange Savings

Please Note: Voided checks are not provided for the Orange Savings Account.

I authorize Compass Marketing Inc (the source of my payments) to initiate credit entries and if necessary, to initiate any debit entries to correct erroneous credit entries to my accounts at ING DIRECT I understand that this authorization replaces any previous authorization and will remain in full force and effect until the company named above has received written notification from me of its termination in such time as to afford the company and depository a reasonable opportunity to act.

Please Deposit To:

Account #1 - My Orange Savings Account (check one)

100% of my paycheck

% OR 9 \$ 200.00

Account #2 (optional) (Example: An account at a different bank)

% OR 5

Bank Name

Account#

ABA/Routing #

Account Type: Savings Checking

I would like this to take effect:

Immediately

As of this date.

Name: Michael R White

Signature:

Date: 4-1220/



Check out ingdirect cam for more information



Beneficiary Designation Form PAYCHEX Qualified Retirement Plan Employee Information (print) **Employer Name** Office/Client Number Employee Name Social Security Number State MIN Marital Statue (oheck the appropriate box) ☐ Married than 11304 if I am married I may only have one Primary Beneficiary which is my spouse. However, I understand I may solect a Primary Beneficiary other than my spouse if my spouse signs the section below entitled "Spousal Walver." Not Married I understand that if I am not married, I may designate any person(s) Tollerating out it fall not married, i may designate any person(s) at the Primary and Secondary Beneficiaries. However, i further understand that if I become married, my spouse will be my Primary Beneficiary Unleas I complete a new Beneficiary Designation Form and my spouse consents to my designation. Primary Beneficiary (print) I hereby designate the following person(e) as my beneficiary(joe) to receive any benefit which may become due at or after my death according to the terms of the Plan. I reserve the right to change this designation with the understanding that this designation, and any change thereof, will be effective only upon delivery to the Plan Administrator. The bonefit will be paid to my Primary Beneficiaries if living. In the event that my Primary Beneficiaries are not living, and any change the spousal Waiver section is completed Primary Beneficiary Relationship Primary Beneficiary Relationship D Spouse Other Share % .🗆 Spouse CI Óther Name Share % Name Address Address City 8SN SSN Secondary Beneficiary (print) Secondary Beneficiary Relationship Secondary Beneficiary Relationship C Spouse # Other Share % D Spouse (Other Share % Namo Name Address Address Cily ST Zip City ST SSN Ζlp SSN Spousal Waiver (must be notarized) I am the spouse of the participent named above. I consent to my spouse's election to identify a primary beneficiary other than myself (the participant's spouse). I concent to the above named primary beneficiary(les). I recognize that if enyone other than me is designated as Primary Beneficiary on this form, I am waiving my rights to receive benefits under the plan when my spouse dies. The signulure of the spouse must be witnessed by a notary public. **Notary Completes This Section** Print Name Subscribed and sworn to before me on this Signature day of Today's Date Notary Signature Authorization and Signature

Return this completed form to your employer.

Employee Signs Here

RS0016 10/04 BC

Internal Use		Account	Agreement	Date:	06/20/2019
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David Boshea's actual signature examples

Step 2:

Compass MARKETING

H S A Salary Reduction Form January 1, 2010 - December 31, 2010

This Salary Reduction Agreement (SRA) anthorizes your exaployer to reduce your solary to the Indicated amount shown below for the exclusive purpose of facilitating a contribution

HEALTH SAVINGE ACCOUNT ELIGIBILITY INFORMATION: In order to establish a Health Savings Account, you must be classified as on "Eligible Individual" under IRC Section 223, applicable sub-sections and rollings, collectively called the "Code". You are eligible for an HSA ONLY if you can meet the following requirements: (1) you are covered by a pithyspecocopy blan (4046)? (5) Ann sid not consist på sungper pesigi blan that is not a HDHA (reginging a debest-bribose 127 ast-ab på Ann oc Ann. aborate a sunside a sunside a sunside a sunside a sunside and sunside and sunside a sunside a sunside a sunside a sunside a sunside and sunside a sunside a

By completing this agreement, you are indicating that as of the effective date of your contribution election, you are an "Eligible Individual" as defined above, and authorize your employer to facilitie your monthly contributions to your HSA on your behalf. Note: You may contribute the IRS maximum annual amount if contribed in a eligible HSA-compatible improyer to recruit you makeny communicate to you recreat your recent may tradeled and the period to avoid tax health plan though the following colendar year in he entirety. You must remain in a HSA-computible plan for this period to avoid tax penalties (lanuary 2010 – December 2010). <u>Instructions</u> Complete the PERSONAL INFORMATION section. All information is required. Step 1:

Complete the HSA CONTREBUTION ELECTION section with your total monthly contribution amount.

	Sign in the SIGNATURES section and return to your employer for processing.
PERSONALI	NFORMATION
Name:	First David Last Rack, Mi: S.S.#
Home	
Address:	Street: 4839 Clearwater Lane Home Phone: 630-922-4552 City: Naperville State Zip: Date of Birth: 4-7-13
	City: Naperville State: Zip: Date of Birth: 4-7-12
ISA CONTRIE	SUTION ELECTION TLL 205-64 Date of Birth: 4-2-62
	BLWEEK V CONTORNATION OF A CO.
DO NOT IN	CLUDE ANY EMPLOYER CONTRIBUTIONS IN YOUR BI-WEEKLY ELECTION AMOUNT.
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Worker Number		
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Verified By		
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CHICAGO PRINT		PLEASE PRINT
Worker Name Dakie	17./	Company Name Compass MARETTAL
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Last four digits of Social Sa	Curity Number	Service Location/Client Acci. Number 13265
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		Comments of the contract of th
4.40	Complete for Direct	Deposit and Sign Below
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		and to the tollowing bank addount(e);
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your local bank represe	tion sheet (the signature of intative MUST be included)	Bank letter or specification sheet (the signature of your local bank representative MUST be included)
A CONTRACTOR OF THE PROPERTY O	Employer So	ection Only
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confirm that the above come	i omplaces has and the second	above, the following must be completed by the employer:
rocessed by Paychex, Inc.	r embloxes uss soded or chand	above, the following must be completed by the employer: led a bank account for direct deposit transactions
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DP0002 12/03



H S A Salary Reduction Form January 1, 2009 - December 31, 2009

This Salary Reduction Agreement (SRA) authorizes your employer to reduce your salary to the indicated amount shown below for the exclusive purpose of facilitating a contribution to your Health Savings Account.

HEALTH SAVINGS ACCOUNT ELIGIBILITY INFORMATION: In order to establish a Health Savings Account, you must be classified as an "Eligible Individual" under IRC Section 223, applicable sub-sections and rulings, collectively called the "Code". You are eligible for an HSA ONLY if you can meet the following requirements: (1) you are covered by a high-deductible health plan (HDHP); (2) you are not covered by another health plan that is not a HDHP (including a general-purpose FSA set-up by you or your spouse); (3) you are not able to be claimed as a dependent by another taxpayer; (4) you are not entitled to benefits under Medicare.

By completing this agreement, you are indicating that as of the effective date of your contribution election, you are an "Eligible Individual" as defined above, and authorize your employer to facilitate your monthly contributions to your HSA on your behalf. Note: You are eligible to make the IRS maximum contribution for an entire year if enrolled in a eligible HSA-compatible health plan for the entire 12-month period. You must remain in a HSA-compatible plan for this entire 12-month period to avoid tax penalties (January 2009 -

Instructions

Complete the HSA CONTRIBUTION ELECTION section with your total monthly contribution amount.

Complete the PERSONAL INFORMATION section. All Information is required.

Step 1: Step 2:

Step 3:	Sign in the SIGNATURES section and return to your employer for processing.
PERSONAL	INFORMATION
Name:	First David Boshea, Jr., John S.S.#
Home Address:	Street: 4839 Clearwater IN. Home Phone:
USA CONTO	City: Na perville State: Zip: Date of Birth:
isa contr	BUTION ELECTION -1-2-1962
	NCLUDE ANY EMPLOYER CONTRIBUTIONS IN YOUR BI-WEEKLY ELECTION AMOUNT.
	al maximum contribution amount may not exceed \$3,000 for individual coverage or \$5,950 for family coverage. Catch-up contributions are allowed f

SIGNATURES Employee Signature: As of the effective date of my HSA Contribution Election. I certify that I am an "Eligible Individual" as defined by the Code and do hereby elect a Health Savings Account in accordance with Section 223 and Section 125 of the Internal Revenue Code. I understand this request will not be processed until all paperwork is completed, accepted and approved by my employer. I further understand that I am responsible for ensuring that all contributions made to my HSA do not exceed the Signature: Date: 12-18-08 Employer Signature: The employee's election of the Health Saving's Account Contribution is accepted as of the date shown below. Signature: Date:

Attention current MSA or H.S.A. account holders with accounts at other financial institutions, please remember that the total annual contributions to all accounts may not exceed



Salary Reduction Form Plan Year ~ January 1, 2009 through December 31, 2009

Marital Status: Single/Divorded Status: Single/Divorded Status: Single/Divorded Status: Open Enrolln Per Pay Deductions Medical CareFirst - HSA HMO Medical CareFirst - HSA PPO	22 - 455 ced 🗖 Marri	St. St.	ective Date of Co	Zip: 6056 30-922- 211962 Overage:///	7965
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ental Sun Life - PPO	□ \$5.20	□ \$16.20	□ \$22.20	\$29.20	□ \$0.00
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nan Resources Department of this cha	wollment period (No inge in writing (with	nvember 1st) unless 1 h in 30 days of the life s	have a qualified lift tatus change).	:. benefits program nd/or my dependent e status change an	and have is, I will not be ad I notify the
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United Way of Central Malyland

uwcm.org

Learn. Give Help. My information Please print firmly and clearly. Your personal information is kept confidential. Birth year 19 (12 Treno, D. Orton 1 30 shea Clompass marketing INC 443 7 378 37 37 016 4839 C/learwater LNT Na Re FV 116 1 4 5 5 Leadership Society Challenge March 1997 4 11 Sees 2016 1 Please tell? Please match my gift, so I may become a member of mishow to include 3. Preferred payment method: the Leadership Society at the \$1,000 level today. PLEASE CHOOSE A, B, C or D Central Maryland (minimum gift of \$750) See back for details. İn mywill or. A. Payroll deduction: \$ 10,00 per pay period astate plan. for a total annual gift of 2. My total gift Thank you. B. Charge My Gift to United Way of Central Maryland: One-time \$ Quarterly \$ Where my gift will help the most people, () Visa () MasterCard () Discover () American Express Gredit Card # Invest in United Way's Impact Areas: Expiration date ____/___Please charge me on/or starting C. [] Direct Debit or EFT I would like to deduct \$_____continuously each 299. Basic Needs month by direct debit payment or electronic funds transfer. 599. Family Safety Account Type: Checking Savings : Bank Account Number 399. School Readiness \$ 19 999 Youth Achieving Potential s Routing Number Designation Option Aminimum gitt of \$50 per year larguited for each designation made. Hyour designation Name on the Account Is less than \$50, it will revert to United Way of Control Maryland. Dosignations must be received by United Way of Central Maryland no later than March 1st Must be a charitable health and intman sorvice tax To be billed monthly starting exemple organization or other United Way in the United States. See www.uwcm.org for more details. D. Check (Payable to United Way of Control Maryland) Program/Agency name and address Solect here If you wish to remain anonymous. Otherwise, your name Directory code Per year? will be released to the designated program/agency. WWW: depfession, ora Sign and date here to authorize pledge

Complete only if you wish to exclude a specific United Way Partner from receiving any part of your slift in

United Way of Contral Maryland appilles a few of 17.5 percent on designations The fee will not exceed \$375 for United Way partners

Partner exclusion(s)

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Borrowers' Certification and Authorization

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Borrower Signature David J Boshea SSN: Date: 4(1-6)	Co-Horrower Signature SSN: Date:

Form W-4 (2006)

Purpose. Complete Form W-4 so that your employer can withhold the correct federal income tax from your pay. Because your fax situation may change, you may want to refigure your withholding each year.

Exemption from withholding. If you are exempt, complete only lines 1, 2, 3, 4, and 7 and sign the form to validate it. Your exemption for 2006 expires February 16, 2007. See Pub. 505, Tax Withholding and Estimated Tax.

Note, You cannot claim exemption from withholding if (a) your income exceeds \$850 and includes more than \$300 of unearned income (for example, interest and dividends) and (b) another person can claim you as a dependent on their tax return.

Basic instructions. If you are not exempt, complete the Personal Allowances Worksheet below. The worksheets on page 2 adjust your withholding allowances based on itemized deductions, certain credits, adjustments to income, or two-

earner/two-job situations, Complete all worksheets that apply. However, you may claim fewer (or zero) allowances.

Head of household Generally, you may claim head of household filing status on your tax return only if you are unmarried and pay more than 50% of the costs of keeping up a home for yourself and your dependent(s) or other qualifying Individuals. See line E below.

Tax credits. You can take projected tax credits into account in figuring your allowable number of withholding allowances. Credits for child or dependent care expenses and the child tax credit may be claimed using the Personal Allowances Worksheet below. See Pub. 919. How Do I Adjust My Tax Withholding, for information on converting your other credits into withholding allowances.

Nonwage income, if you have a large amount of nonwage income, such as interest or dividends, consider making estimated tax payments using Form 1040-ES, Estimated Tax for Individuals. Otherwise, you may owe additional lax.

Two earners/two jobs. If you have a working spouse or more than one job, figure the total number of allowances you are entitled to claim on all jobs using worksheets from only one Form W-4. Your withholding usually will be most accurate when all allowances are claimed on the Form W-4 for the highest paying job and zero allowances are claimed on the others.

Nonresident alien, if you are a nonresident alien, see the Instructions for Form 8233 before completing this Form W-4.

Check your withholding. After your Form W-4 takes effect, use Pub. 919 to see how the dollar amount you are having withheld compares to your projected total tax for 2005. See Pub. 919, especially if your earnings exceed \$130,000 (Single) or \$180,000 (Married).

Recent name change? If your name on line I differs from that shown on your social security card, call 1-800-772-1213 to initiate a name change and obtain a social security card showing your correct name.

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	Personal	Allowances Wor	ksheet (Kaon fo	***	and obtain a social rect name.			
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Employment Eligibility Verification

Please read instructions carefully before completing this form. The instructions must be available during completion of this form. ANTI-DISCRIMINATION NOTICE: It is illegal to discriminate against work eligible individuals. Employers CANNOT specify which document(s) they will accept from an employee. The refusal to hire an individual because of

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IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF MARYLAND (Northern Division)

DAVID J. BOSHEA

*
Plaintiff,

*
Case No. 1:21-CV-00309-ELH

v.

*
COMPASS MARKETING, INC.

*
Defendant.

*
*

DEFENDANT COMPASS MARKETING, INC.'S EXPERT DISCLOSURE

Defendant Compass Marketing, Inc. ("Compass Marketing"), by and through its undersigned counsel and pursuant to Rule 26(a)(2)(C) as well as this Court's Scheduling Order [Dkt. No. 20], hereby makes the following Expert Disclosure.

- 1. Subject Matter on Which the Expert Witness is Expected to Present Evidence. Compass Marketing has retained Curt Baggett, an expert document examiner, to provide an opinion as to whether the Compass Marketing, Inc. Agreement Relating to Employment and Post-Employment Competition (the "Alleged Agreement") upon which Plaintiff David Boshea relies in bringing this lawsuit and which is attached to the Original Complaint for Breach of Contract (the "Original Complaint") and Amended Complaint for Breach of Contract (the "Amended Complaint") as Exhibit A was signed by John White, Compass Marketing's CEO. A copy of Mr. Baggett's CV is attached hereto and provided with this Expert Disclosure.
- 2. <u>Summary of Facts and Opinions the Expert is Expected to Testify About</u>. Compass Marketing expects that Mr. Baggett will share an opinion, based on his analysis, that concludes

John White did not sign the Alleged Agreement and that the signature purporting to be John White's signature is indeed a forgery.

Dated: September 13, 2021

Respectfully submitted,

/s/ Stephen B. Stern

Stephen B. Stern, Bar No.: 25335 Heather K. Yeung, Bar No.: 20050

KAGAN STERN MARINELLO & BEARD, LLC

238 West Street

Annapolis, Maryland 21401 (Phone): (410) 216-7900 (Fax): (410) 705-0836

Email: stern@kaganstern.com Email: yeung@kaganstern.com

Counsel for Defendant Compass Marketing, Inc.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 13th day of September, 2021, the foregoing Defendant Compass Marketing, Inc.'s Expert Disclosure was served on the following via email:

Thomas J. Gagliardo Gilbert Employment Law, PC 1100 Wayne Avenue, Suite 900 Silver Spring, MD 20910 Email: tgagliardo@gelawyer.com

Mark Zito
Jordan & Zito, LLC
350 N. LaSalle Drive, Suite 1100
Chicago, Illinois 60654

Email: gjordan@jz-llc.com

Gregory J. Jordan

Attorneys for Plaintiff David Boshea

/s/ Stephen B. Stern
Stephen B. Stern

Handwriting Expert, LLC Curt Baggett

Expert Document Examiner
533 Park Lane
Richardson, Texas 75081
Phone: 972.644.0285
cbhandwriting@gmail.com
www.ExpertDocumentExaminer.com

Questioned Document Examiner Letter

Subject: John D. White Date: September 21, 2021

I have examined eight (8) documents with the known signatures of John D. White. For the purpose of this examination I have labeled these exhibits 'K1' through 'K8'.

Today I have compared the signatures of John D. White on the 'K' documents to the John D. White signature on the questioned document, identified herein as 'Q1', to determine if the author of the John D. White signatures on the 'K' documents was the same person who authored the name of John D. White on the questioned document: Compass Marketing, Inc AGREEMENT Relating to Employment and Post-Employment Competition between David John Boshea (Employee) and Compass Marketing, Inc (Compass) and purportedly signed by John D. White on page 5 of 6 (undated).

An examination of handwriting includes establishing patterns of writing habits to help identify the author. Handwriting is formed by repeated habits of writing by the author, which are created by neuro-pathways established in the brain. These neuro-pathways control muscular and nerve movement for writing, whether the writing done is by the hand, foot or mouth.

In support of my opinion, I have included an excerpt from *Handwriting Identification*, *Facts and Fundamentals* by Roy A. Huber and A.M. Headrick (CRC Press LLC, 1999, pp 50-51) wherein the leading forefathers of document examination in the USA agree that one significant difference in the fundamental structure of a writing compared to another is enough to preclude common authorship:

[Ordway] Hilton stated: "It is basic axiom of identification in document problems that a limited number of basic differences, even in the face of numerous strong similarities, are controlling and accurately establish nonidentity."

[Wilson R.] Harrison made similar comments: "...the fundamental rule which admits of no exception when handwritings are being compared...is simple – whatever features two specimens of handwriting may have in common, they cannot be considered to be of common authorship if they display but a single consistent dissimilarity in any feature

which is fundamental to the structure of the handwriting, and whose presence is not capable of reasonable explanation."

[James V.P.] Conway expressed the same theme when he wrote: "A series of fundamental agreements in identifying individualities is requisite to the conclusion that two writings were authored by the same person, whereas a single fundamental difference in an identifying individuality between two writings precludes the conclusion that they were executed by the same person."

and finally,

[Albert S.] Osborn and others have generally agreed that despite numerous similarities in two sets of writings, a conclusion of identity cannot be made if there is one or more differences in fundamental features of the writings.

The techniques promulgated by the scientific community in the forensic document examination field generate reliable results and are generally accepted.

Based upon thorough analysis of these items, and from an application of accepted forensic document examination tools, principles and techniques, it is my professional expert opinion that a different person authored the name of John D. White on the questioned document. Someone did indeed forge the signature of John D. White on the questioned document, 'O1'.

I am willing to testify to this fact in a court of law and I will provide exhibits to the Court showing that I had sufficient data and that my opinion is correct. My Curriculum Vitae is attached and incorporated herein by reference.

Respectfully submitted,

Curt Baggett

The above Letter of Opinion was sworn and subscribed before me by Curt Baggett this 2/day of September, 2021.

State of Texas

County of Dallas

8000

888

Notary Public - State of Texas

PATRICIA J. HALE
My Notary ID # 130525886
Expires February 5, 2024

LEGAL DATA

UNITED STATES v. JANET L. THORNTON

Case No. 02-M-9150-01, decided January 24, 2003

This issue is governed by Fed.R.Evid. 702, which states as follows:

If scientific, technical, or other specialized knowledge will assist the trier of fact to understand the evidence or to determine a fact in issue, a witness qualified as an expert by knowledge, skill, experience, training, or education, may testify thereto in the form of an opinion or otherwise, if (1) the testimony is based upon sufficient facts or data, (2) the testimony is the product of reliable principles and methods, and (3) the witness has applied the principles and methods reliably to the facts of the case. [This rule was amended in 2000 in response to Daubert v. Merrell Dow Pharmaceuticals, Inc. (1993) and Kumho Tire Co. Ltd. v. Carmichael (1999).]

In *Daubert*, the court, focusing on the admissibility of scientific expert testimony, held that the trial judge has the task of ensuring that an expert's testimony both rests on a reliable foundation and is relevant to the task at hand. In *Kumho Tire*, the court held that a trial judge's gatekeeping obligation applies not only to testimony based on scientific knowledge, but also to testimony based on technical and other specialized knowledge.

Among the studies cited by Mr. Hammond is a study by Professor Sargur Srihari on the individuality of handwriting. Using handwriting of 1500 individuals, his conclusions were that, using computer software, they were able to establish with a 98% confidence that the writer can be identified. Taking the results over the entire population, they were able to validate handwriting individuality with a 96% confidence. By considering finer features, Professor Srihari opined that they should be able to validate handwriting individuality with a near 100% confidence. A study by Dr. Moshe Kam indicates that professional document examiners had only a 6.5% error rate compared to an error rate of 38.3% for nonprofessionals. Dr. Kam concluded by stating that professional document examiners possess writer identification skills absent in the general population. Another study by Professor Kam indicated that professionals concluded that forgeries were genuine 0.49% of the time whereas laypersons did so 6.47% of the time. Professionals mistakenly concluded that genuine signatories were forgeries 7.05% of the time; laypersons did so 26.1% of the time. Another study by Jodi Sita, Brian Found and others found that forensic document examiners made errors in 3.4% of their opinions, while 19.1% of the control group gave erroneous opinions.

The above studies provide solid evidence that handwriting individuality can be validated with a very high degree of confidence, and that professional forensic document examiners have developed an expertise and training that allow them to correctly identify a person's handwriting with a much lower error rate than laypersons. On the other hand, the affidavit of Dr. Saks raises legitimate questions concerning the validity of these studies and the accuracy of handwriting identification in general.

However, in *Daubert*, the U.S. Supreme Court made it clear that "it would be unreasonable to conclude that the subject of scientific testimony must be known to a certainty; arguably, there are no certainties in science... Science... represents a process for proposing and refining theoretical explanations about the world that are subject to further testing and refinement." It is sufficient if the proposed testimony can be supported by appropriate validation, i.e., good grounds, based on what is known.

Case 1:21-cv-00309-ELH Document 1-3 Filed 02/05/21 Page 7 of 6 bough - / Solo

COMPASS MARKETING, INC

AGREEMENT RELATING TO EMPLOYMENT AND

Compass to house 1

POST-EMPLOYMENT COMPETITION

This Agreement is between the David John Boshea, residing at 4839 Clearwater LN. Naperville, IL. 60564 ("Employee") and COMPASS MARKETING, INC ("COMPASS"), having a place of business at 612 Third Street, Annapolis

RECITALS

WHEREAS, COMPASS is a leading provider of consumer products and more specifically, the marketing, distribution and sales services to retailers and non-traditional or alternative distributors in the following categories: food, health-beauty care,

WHEREAS, COMPASS has a proprietary interest in its business and financial plans and systems, methods of operation and other secret and confidential information, knowledge and data ("Proprietary Information") which includes, but is not limited to, all confidential, proprietary or non-public information, ideas and concepts, client names and contact information, annual and strategic business plans; financial plans, reports and systems including, profit and loss statements, sales, accounting forms and procedures and other information regarding costs, pricing and the financial condition of COMPASS and its business segments and groups; management development reviews, including information regarding the capabilities and experience of COMPASS employees; intellectual property including research and development, reports, protocols, computer software and databases: information regarding COMPASS's relationships with its clients, customers, and suppliers and prospective clients, partners, customers and suppliers, policy and procedure manuals, information regarding materials and documents in any form or medium (including oral, written, tangible, intangible, or electronic) concerning any of the above, or any past, current or future business activities of COMPASS that is not publicly available; compensation, recruiting and training, and human resource policies and procedures; and data compilations, research, reports, structures, compounds, techniques, methods, processes, and know-how.

WHEREAS, all such Proprietary Information is developed at great expense to COMPASS and is considered by COMPASS to be confidential trade secrets;

WHEREAS, Employee, as a senior executive, will have access to COMPASS's Proprietary Information, directly in the course of Employee's employment, and indirectly through interaction with and presentations by other COMPASS senior

WHEREAS, COMPASS will introduce Employee to COMPASS clients, customers, suppliers and others, and will encourage, and provide resources for, Employee to develop personal relationships with COMPASS's clients, customers, suppliers

WHEREAS, COMPASS will provide specialized training and skills to Employee in connection with the performance of Employee's duties at COMPASS which training involves the disclosure by COMPASS to Employee of Proprietary Information;

WHEREAS, COMPASS will be vulnerable to unfair post-employment competition by Employee because Employee will have access to and knowledge of COMPASS's Proprietary Information, will have a personal relationship with COMPASS's clients, customers, suppliers and others, and will generate good will which Employee acknowledges belongs to COMPASS;

NOW, THEREFORE, in consideration of Employee's employment with COMPASS, the severance benefit and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Employee agrees to enter into this Agreement with COMPASS as a condition of employment pursuant to which COMPASS will limit Employee's rights, including, but not limited to, the right to compete against COMPASS, during and following termination of employment on the terms set forth in this Agreement. Intending to be legally bound, the parties agree as follows:

ARTICLE 1. NON-DISCLOSURE AND NON-DISPARAGEMENT:

Case 1:21-cv-00309-ELH Document 1-3 Filed 02/05/21 Page 5 of 6

Employee then in the records of COMPASS, shall be deemed in every respect effective service of legal process upon Employee in

- Employee hereby waives, to the fullest extent permitted by applicable law, any objection that Employee now or hereafter may have to personal jurisdiction or to the laying of venue of any action or proceeding brought in any court referenced in Article
- Notwithstanding any other provision of this Agreement, COMPASS may, to the extent required by law, withhold I. applicable federal, state and local income and other taxes from any payments due to Employee hereunder. J.
- At any time during the validity of this Agreement, Employee agrees that COMPASS may notify third parties about Employee's rights and obligations under this Agreement. Away open works papago god by .
- Employee affirms that Employee has read this Agreement and has asked questions needed to understand the terms, consequences and binding effect of this Agreement and fully understands them. L.
- Employee affirms that Employee has sought the advice of an attorney of his/her choice before signing this Agreement.

IN WITNESS WHEREOF, and intending to he legally bound, the parties hereto have caused this Agreement to be signed.

by COMPASS MARKETING, INC.

by EMPLOYEE

John D. White, CEO

Date:

avid Bohea David John Boshea

CM 0343 Initial /

SIGNATURE PAGE FOR JOHN White

June Julia Jella Jella



ARTICLE 6. MISCELLANEOUS:

- A. As used throughout this Agreement, COMPASS includes COMPASS MARKETING, Inc. and its subsidiaries and affiliates or any corporation, joint venture, or other entity in which COMPASS MARKETING, Inc. or its subsidiaries or affiliates has an equity interest in excess of ten percent (10%).
- B. This Agreement shall supersede and substitute for any previous employment or post-employment agreements between Employee and COMPASS.
- C. If Employee's employment with COMPASS terminates solely by reason of a transfer of stock or assets of, or a merger or other disposition of, a subsidiary of COMPASS (whether direct or indirect), such termination shall not be deemed a termination of employment by COMPASS for purposes of this Agreement, provided that COMPASS requires the subsequent employer, by agreement, to expressly assume and agree to perform this Agreement in the same manner and to the same extent that COMPASS would be required to perform it if no such transaction had taken place.
- D. Removed.
- E. In the event any one or more of the provisions of this Agreement shall be or become invalid, illegal or unenforceable in any respect, the validity legality and enforceability of the remaining provisions of this Agreement shall not be affected thereby.
- F. The terms of this Agreement shall be governed by the laws of the State of Maryland, without regard to conflicts of laws principles thereof. For purposes of any action or proceeding, Employee irrevocably submits to the non-exclusive jurisdiction of the courts of Maryland and the courts of the United States of America located in Maryland for the purpose of any judicial proceeding arising out of or relating to this Agreement, and acknowledges that the designated forum has a reasonable relation to the Agreement and to the parties' relationship with one another. Notwithstanding the provisions of this Article 8.F COMPASS may, in its discretion, bring an action or special proceeding in any court of competent jurisdiction for the purpose of seeking temporary or preliminary relief pending resolution of a dispute.
- Notwithstanding any other provision of this Agreement, COMPASS may, to the extent required by law, withhold
 applicable federal, state and local income and other taxes from any payments due to Employee hereunder.
- J. At any time during the validity of this Agreement, Employee agrees that COMPASS may notify third parties about Employee's rights and obligations under this Agreement.
- K. Employee affirms that Employee has read this Agreement and has asked questions needed to understand the terms, consequences and binding effect of this Agreement and fully understands them.
- L. Employee affirms that Employee has sought the advice of an attorney of his/her choice before signing this Agreement.

IN WITNESS WHEREOF, and intending to he legally bound, the parties hereto have caused this Agreement to be signed:

by COMPASS MARKETING, INC.

Date: 4/15/2019

Date: 4/10/19

John D. White, CEO

QDE Exhibit

- A. As used throughout this Agreement, COMPASS includes COMPASS MARKETING, Inc. and its subsidiaries and affiliates or any corporation, joint venture, or other entity in which COMPASS MARKETING, Inc. or its subsidiaries or affiliates has an equity interest in excess of ten percent (10%).
- This Agreement shall supersede and substitute for any previous employment or post-employment agreements between Employee and COMPASS.
- C. If Employee's employment with COMPASS terminates solely by reason of a transfer of stock or assets of, or a merger or other disposition of, a subsidiary of COMPASS (whether direct or indirect), such termination shall not be deemed a termination of employment by COMPASS for purposes of this Agreement, provided that COMPASS requires the subsequent employer, by agreement, to expressly assume and agree to perform this Agreement in the same number and to the same extent that COMPASS would be required to perform it if no such transaction had taken place.
- D. Removed.
- E. In the event any one or more of the provisions of this Agreement shall be or become invalid, illegal or unenforceable in any respect, the validity legality and enforceability of the remaining provisions of this Agreement shall not be affected thereby.
- F. The terms of this Agreement shall be governed by the laws of the State of Maryland, without regard to conflicts of laws principles thereof. For purposes of any action or proceeding, Employee irrevocably submits to the non-exclusive jurisdiction of the courts of Maryland and the courts of the United States of America located in Maryland for the purpose of any judicial proceeding arising out of or relating to this Agreement, and acknowledges that the designated forum has a reasonable relation to the Agreement and to the parties' relationship with one another. Notwithstanding the provisions of this Article 8.F COMPASS may, in its discretion, bring an action or special proceeding in any court of competent jurisdiction for the purpose of seeking temporary or preliminary relief pending resolution of a dispute.
- Notwithstanding any other provision of this Agreement, COMPASS may, to the extent required by law, withhold
 applicable federal, state and local income and other taxes from any payments due to Employee hereunder.
- At any time during the validity of this Agreement, Employee agrees that COMPASS may notify third parties about Employee's rights and obligations under this Agreement.
- K. Employee affirms that Employee has read this Agreement and has asked questions needed to understand the terms, consequences and binding effect of this Agreement and fully understands them.
- 1. Employee affirms that Employee has sought the advice of an attorney of his/her choice before signing this Agreement.

IN WITNESS WHEREOF, and intending to be legally bound, the parties hereto have caused this Agreement to be signed:

by COMPASS MARKETING, INC.

Date:

/s/

John D. White, CEO

by Kevin Von Dougan

Date

101

9-26-17 QDE Exhibit

Date:	Date: 3/6/2017
1st Lec	1s1 Jamie Nash
John D. White, CEO	Jamie Nash
K4)	

3-6-17 QDE Exhibit

Page 4 of 5

Date:_ 3/6/2017 ____

Initial:_9M

CM 0347

Counsel of COMPASS MARKETING, Inc. (or any successor) as Employee's agent for service of legal process in connection with any such action or proceeding and Employee agrees that service of legal process upon such agent, who shall promptly advise Employee of any such service of legal process at the address of Employee then in the records of COMPASS, shall be deemed in every respect effective service of legal process upon Employee in any such action or proceeding.

- H. Employee hereby waives, to the fullest extent permitted by applicable law, any objection that Employee now or hereafter may have to personal jurisdiction or to the laying of venue of any action or proceeding brought in any court referenced in Article 8.F and hereby agrees not to plead or claim the same.
- I. Notwithstanding any other provision of this Agreement, COMPASS may, to the extent required by law, withhold applicable federal, state and local income and other taxes from any payments due to Employee hereunder.
- J. At any time during the validity of this Agreement, Employee agrees that COMPASS may notify third parties about Employee's rights and obligations under this Agreement.
- K. Employee affirms that Employee has read this Agreement and has asked questions needed to understand the terms, consequences and binding effect of this Agreement and fully understands them.
- L. Employee affirms that Employee has had the opportunity to seek the advice of an attorney of his/her choice before signing this Agreement.

IN WITNESS WHEREOF, and intending to he legally bound, the parties hereto have caused this Agreement to be signed:

By COMPASS MARKETING, INC.

By EMPLOYEE

Date:

181

1 - 1

QDE Exhibit

Page 5 of 6

Date: 6 15/16

Initial: CM-0348

Compass MARKETING INC 222 SEVERN AVE, SUITE 200 ANNAPOLIS, MD 21403

WEATHER SET AS A SECOND OF THE
MANUFACTURERS & TRADERS TR CO 7-11/520

5253

08/02/2011

PAY TO THE ORDER OF

Michael R White

\$*119,239.00

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Michael R White 39650 Hiawatha Circle Mechanicsville, MD 20659 DOLLARS

MEATO

2010 Taxes \$83118.00 Fed \$36121.00 state

Also

#005253# #:052000113#3

9700812431

COMPASS MARKETING INC 08/02/2011

Michael R White

2010 Taxes \$83118.00 Fed \$36121.00 state

5253

119,239.00

Checking - M&T Bank 2010 Taxes \$83118.00 Fed \$36121.00 state

119,239.00

08/02/2011 COMPASS MARKETING INC Michael R White

2010 Taxes \$83118.00 Fed \$36121.00 state

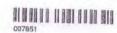
119,235,6653

Checking - M&T Bank 2010 Taxes \$83118.00 Fed \$36121.00 state

8-2-1/ QDE Exhibit

119,239.00







agreement, to expressly assume and agree to perform this Agreement in the same manner and to the same extent that COMPASS would be required to perform it if no such transaction had taken place.

- D. Employee shall not be required to mitigate damages or the amount of any payment provided for under this Agreement by seeking other employment or otherwise.
- E. In the event any one or more of the provisions of this Agreement shall be or become invalid, illegal or unenforceable in any respect, the validity legality and enforceability of the remaining provisions of this Agreement shall not be affected thereby.
- F. The terms of this Agreement shall be governed by the laws of the State of Maryland, without regard to conflicts of laws principles thereof. For purposes of any action or proceeding, Employee irrevocably submits to the non-exclusive jurisdiction of the courts of Maryland and the courts of the United States of America located in Maryland for the purpose of any judicial proceeding arising out of or relating to this Agreement, and acknowledges that the designated forum has a reasonable relation to the Agreement and to the parties' relationship with one another. Notwithstanding the provisions of this Article 8.F COMPASS may, in its discretion, bring an action or special proceeding in any court of competent jurisdiction for the purpose of seeking temporary or preliminary relief pending resolution of a dispute.
- G. Employee expressly consents to the application of Article 8.F to any judicial action or proceeding arising out of or relating to this Agreement. COMPASS shall have the right to serve legal process upon Employee in any manner permitted by law. In addition, Employee irrevocably appoints the General Counsel of COMPASS MARKETING, Inc. (or any successor) as Employee's agent for service of legal process in connection with any such action or proceeding and Employee agrees that service of legal process upon such agent, who shall promptly advise Employee of any such service of legal process at the address of Employee then in the records of COMPASS, shall be deemed in every respect effective service of legal process upon Employee in any such action or proceeding.
- H. Employee hereby waives, to the fullest extent permitted by applicable law, any objection that Employee now or hereafter may have to personal jurisdiction or to the laying of venue of any action or proceeding brought in any court referenced in Article 8.F and hereby agrees not to plead or claim the same.
- Notwithstanding any other provision of this Agreement, COMPASS may, to the extent required by law, withhold
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- L. Employee affirms that Employee has sought the advice of an attorney of his/her choice before signing this Agreement.

IN WITNESS WHEREOF, and intending to he legally bound, the parties hereto have caused this Agreement to be signed.

by COMPASS MARKETING, INC.

Data

John D. White, CEO

by EMPLOYEE

John Mancini

8-1-2007 QDE

Done date

Y-141-1

MANUFACTURERS AND TRADERS TRUST

CERTIFIED BANKING RE	SOLUTIONS OF CORPORATION
ACCOUNT NUMBER: 00015004207852391	SOLUTIONS OF CORPORATION
DEPOSITOR: COMPASS MARKETING INC	,
Name JOHN D WHITE	
Title	Name
Address	Title
Neuross	Address
Telephone	Telephone
SSN /	SSN
Signature A	Signature
Name	
Title	Name
Address	Tille
Land days	Address
Telephone	
SSN	Telephone
	SSN
Signature	Signature adopted by the Board of Directors of Depositor, a corporation duly organized and validly existing the second of Directors of Depositor, a corporation duly organized and validly existing the second of such resolutions is
connection with honoring any algunature of any Authorized Signer (including any facalitation with honoring any algunature of any Authorized Signer (including any facalitation of the signature of any entertainty and any authorized Signer (including any facalitation of the instrument for the payment of money signed, drawn, accepted or andorsed on being acquirement of Depositor and imposes no duty of enforcement on MST Beak. 2. Any Authorized Signer may, on behalf of Depositor, transact with and through MAT Bracklette, and incoming, sestigning, delivering and negotiating providing access to the Account, contracting for autimated clearing house ("ACH") payment providing access to the Account, contracting for autimated clearing house ("ACH") payment accounts on MST Beark or to thing parties, and in connection with any such transaction of beautiful to the fundamental services and transactions in any way jested to the Account to MST Beark or to thing parties, and in connection with any such transaction of the sun of timited to, signing, trawing, accepting, endorsing, executing and delivering terms augreements and documents, accepting, receiving, withdrawing and walving demands and not be specifically and the surface of the sun of	rect with M&T Bank for any electronic funds transfer service that M&T Bank may make evellable tion of payment orders initiated by Gepoaltor for the wire or ACH transfer of funds to or from an designate one or more persons (who may, but meet not be, Authorized Signers), each of whom, Bank for the transfer of funds to or from Depositor's Account.
criteria that MAT Benk many easonably rely on which may serve as an indicator of nuthentice further cortify that each present where a serve as an indicator of nuthentice further cortify that each present where a serve	Number associated with ATM or other card or any access device) to such person; any other tion for such person.
se specimen of the algorithm of the person whose algorithm it purports to be.	and the same and their each algorithm on this contribution or a Rider herato is a
I I further certify that I am the sole owner of all the leaved and outstanding stock of Deposit	or.
Alle	
Ignature of Corporate Secretary	Oate
John White.	
rint Name riginal - Account Services; Copy - Branch	
AQ46 (12/03)	ANS



DEFENDANT COMPASS MARKETING, INC.'S PRIVILEGE LOG

David J. Boshea v. Compass Marketing, Inc. United States District Court for the District of Maryland Case No.: 1:21-CV-00309-ELH

All privileged/protected documents are in the possession of Kagan, Stern, Marinello & Beard, LLC

Date	Identity/Position	Identity/Position of	Description	Privilege(s)/Protection(s)
	of Author	Recipient		
Sept 14, 2021	Ron Bateman	Curt Baggett	Email includes portion of attorney discussion with client regarding litigation	Attorney-client privilege Work product
Sept 14, 2021	Ron Bateman	Curt Baggett	Email includes portion of attorney discussion with client regarding litigation	Attorney-client privilege Work product